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ABSTRACT

This collection of collective bargaining agreements contains one- to three-year contracts for four two-year institutions in Pennsylvania. The agreements are between the Board of Trustees of Reading Area Community College and the Federation of Reading Area Community College, Local 3137, American Federation of Teachers bargaining unit; between Lehigh County Community College and the college's Faculty Association, an affiliate of the National Education Association (NEA); between the Westmoreland County Community College (WCCC) Professional Association, an NEA affiliate, and WCCC; and between the Community College of Beaver County and the college's Society of the Faculty, an NEA affiliate. With some variation in terms of content and detail, the contracts set forth provisions related to promotion, tenure, salaries, fringe benefits, teaching load, personnel files, academic freedom and responsibility, grievance procedures, seniority, retrenchment, paid and unpaid leaves of absence, and management and faculty rights. (JMC)

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Selected Collective Bargaining Agreements of Pennsylvania Two-Year Colleges

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Part of a collection of collective bargaining agreements compiled by the National Education Association

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JULY 1, 1987 through JUNE 30, 1990

COLLECTIVE BARGAINING AGREEMENT

between

THE BOARD OF READING AREA COMMUNITY COLLEGE

and

THE FEDERATION OF READING AREA COMMUNITY COLLEGE

LOCAL 3173, PENNSYLVANIA FEDERATION OF TEACHERS,

AMERICAN FEDERATION OF TEACHERS

AFL-CIO

FACULTY BARGAINING UNIT

Ratified: Board of Trustees
April 8, 1987

Memorandum of Agreement

Faculty Bargaining Unit

ON APRIL 8, 1987, THE BOARD OF TRUSTEES OF READING AREA COMMUNITY COLLEGE AND THE FEDERATION OF READING AREA COMMUNITY COLLEGE, LOCAL 3137, PENNSYLVANIA FEDERATION OF TEACHERS, AMERICAN FEDERATION OF TEACHERS, AFL-CIO, FACULTY BARGAINING UNIT AGREE THAT THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THEM FOR THE YEARS 1985-88, DATED MARCH 27, 1985, SHALL BE AMENDED AS FOLLOWS:

I. IN THE THIRD YEAR OF THE 1985-88 BARGAINING AGREEMENT WITH THE FACULTY, THE FOLLOWING AMENDMENTS ARE EFFECTIVE JULY 1, 1987:

ARTICLE V - RANK, SALARY, AND PROMOTIONS

Section C. Salary

6. The amount for educational credit shall be as follows:

a. Associate Degree and Journeyman's Status as defined by the trade or three (3) years experience $14,322 (first year); $14,895 (second year); $16,087 (third year).

b. Bachelor's Degree - $15,141 (first year); $15,747 (second year); $17,007 (third year).

c. Bachelor's Degree plus fifteen (15) credits - $15,899 (first year); $16,535 (second year); $17,858 (third year).

d. Master's Degree - $16,719 (first year); $17,388 (second year); $18,779 (third year).

e. Master's Degree plus fifteen (15) credits - $17,539 (first year); $18,241 (second year); $19,700 third year.

f. Master's Degree plus thirty (30) credits - $18,360 (first year); $19,094 (second year); $20,622 (third year).

g. Master's Degree plus forty-five (45) credits - $19,179 (first year); $19,946 (second year); $21,542 (third year).

h. Master's Degree plus sixty (60) credits - $19,936 (first year); $20,733 (second year); $22,392 (third year).

i. Earned Doctorate - $20,757 (first year); $21,587 (second year); $23,314 (third year).

16. c. Each presently employed Academic Year Employee shall receive an increase of 8% to the 1986-87 salary (exclusive of overloads) in the third year of this Agreement beginning with the first pay in September, 1987.

Each presently employed Fiscal Year Employee shall receive an increase of 8% to the 1986-87 salary, in the third year of this Agreement effective July 1, 1987.

ARTICLE IX - INSURANCE, RETIREMENT AND OTHER BENEFITS

Section A. Insurance

As of July 1, 1987, the Employer complies with the directives of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), Public Law 99-272.

5. Long Term Disability

For Employees who have been employed for a period of six (6) months or more, the Employer shall pay the insurance premium on a long term disability contract. To be entitled to such benefits, an Employee must be insured under this policy at the commencement of the period of continuous Total Disability. Such benefits will commence on the first day of the calendar month next following the completion of six months of continuous Total Disability. Such benefits will cease on the first day of the month in which the period of continuous Total Disability terminates. The total disability payment from the insurance and social security (including family benefits) for such Employee shall provide 66.66 percent of the first $4,125 of the base monthly salary not to exceed $2,750 per month.

Section B. Retirement

2. Retirement from Employment

Faculty Members wishing to retire shall, prior to applying for such retirement, notify and consult with the President with respect to the effective date of such retirement. An employee wishing to retire must have five (5) years of continuous full-time service and have reached the age of fifty-five (55) by the proposed retirement date, or will be ineligible for the benefits described below.

a. A qualified retired Employee only shall be guaranteed, at no cost to the retiree:

(1) $3,000 life insurance policy.

(2) Free parking during adjunct teaching assignments.

ARTICLE XVI - WORK LOAD

Section C. Compensations

1. Overloads - Each credit hour of teaching and/or preparation worked in excess of those specified in A-1 and A-3, above, shall be compensated at $330 in the first year of this Agreement, $343 in the second year, and $370 for the third year. Compensation at the same rate shall be made when teaching courses offered at times other than the regularly scheduled three terms.

2. Cooperative Education - Faculty Members shall be compensated at $16 per student per credit hour taught and at $17 in the third year of this Agreement. This amount is to be paid in addition to any payment that may have been made in item 1., above.

3. Credit for Experience - Faculty Members shall be reimbursed $13 per hour of evaluation of a student's portfolio, Division-approved challenge exams, Division-approved placement exams, and/or the student, and $14 in the third year of this Agreement. This amount is to be paid in addition to any payment that may have been made in item 1., above.

4. Independent Study - Faculty Members shall be reimbursed $158 per student and $171 in the third year of this Agreement. This amount is to be paid in addition to any payment that may have been made in item 1., above.

5. Evaluation of Students' Writing Samples - Faculty Members shall be reimbursed $13 per hour as required or authorized by the Vice-President of Academic Affairs or his designee for evaluating students' writing samples for placement in appropriate English course and $14 in the third year of this Agreement.

II. THE 1985-88 COLLECTIVE BARGAINING AGREEMENT SHALL BE EXTENDED THROUGH JUNE 30, 1990, WITH THE FOLLOWING CHANGES BEING EFFECTIVE AS OF JULY 1, 1988:

ARTICLE V - RANK, SALARY, AND PROMOTIONS

Section C. Salary

6. The amount for educational credit shall be as follows:

a. Associate Degree and Journeyman's Status as defined by the trade or three (3) years experience - $16,891 (1988-89) and $17,736 (1989-90).

b. Bachelor's Degree - $17,857 (1988-89) and $18,750 (1989-90)

c. Bachelor's Degree plus fifteen (15) credits - $18,751 (1988-89) and $19,689 (1989-90).

d. Master's Degree - $19,718 (1988-89) and $20,704 (1989-90).

e. Master's Degree plus fifteen (15) credits - $20,685 (1988-89) and $21,719 (1989-90).

f. Master's Degree plus thirty (30) credits - $21,653 (1988-89) and $22,736 (1989-90).

g. Master's Degree plus forty-five (45) credits - $22,619 (1988-89) and $23,750 (1989-90).

h. Master's Degree plus sixty (60) credits - $23,512 (1988-89) and $24,688 (1989-90).

i. Earned Doctorate - $24,480 (1988-89) and $25,704 (1989-90).

16. d. During the first year of this Bargaining Agreement extension (1988-89), each Academic Year Employee shall receive an increase of five percent (5%) to the 1987-88 salary (exclusive of overloads) and five percent (5%) to the 1988-89 salary exclusive of overloads) in the second year of this Bargaining Agreement extension (1989-90) beginning with the first pay in September.

e. During the first year of this Bargaining Agreement extension (1988-89) each Fiscal Year Employee shall receive an increase of five percent (5%) to the 1987-88 salary, effective July 1, 1988 and five percent (5%) to the 1988-89 salary in the second year of this Bargaining Agreement extension (1989-90), effective July 1, 1989.

ARTICLE VI - PERSONNEL FILES

Section L. Only the President or area administrator can remove unfavorable material from an Employee's personnel file.

ARTICLE VII - SENIORITY, TRANSFERS, LAYOFF AND RECALL

Section C. Layoffs

1. A minimum full-time teaching faculty, exclusive of allied health and grant appointments, shall be maintained by the College in relation to the credit FTE enrollment based on the following formula: The credit FTES from the Spring and Summer I Terms of the preceding year, together with the FTES from the Summer II, Fall, and Winter Terms of the current year, will be

added to obtain the total annual FTES in the credit area. This figure will be the basis of establishing the minimum full-time teaching faculty, less allied health and grants, by dividing that total FTES by the factor 49.5. The resulting number will be the minimum full-time faculty requirement for the next academic year rounded to the nearest whole person using the rounding rule of less than .5, drop; .5 or above, round to the next whole person. Should this calculation result in a reduction in the minimum full-time teaching raculty requirement, and the College choose to retrench full-time teaching faculty position(s), the resulting number of faculty retrenchments would be met by a corresponding and simultaneous adjustment to the number of nonbargaining unit positions beginning the next fiscal year. The requirement to retrench nonbargaining unit positions applies to any teaching faculty retrenchments to be effective with the 1986-87 academic year. In addition, the College shall maintain a minimum of 60% of the credit sections be taught by full-time faculty members.

7. Any Faculty Member who is displaced and for whom no position exists shall be placed on a preferred recall list and shall retain all prior accrued seniority, rights and benefits obtained up to the date he was placed on the preferred recall list provided, however, that none of the fringe benefits (except as noted in number 10, below) in this Agreement shall be granted while he is on the preferred recall list and all these rights and his position on the list shall be retained for a period equal to his/her length of service or three (3) years, whichever is greater.

Section D. Recall

3. Recall shall occur whenever a full-time position within the Faculty Member's area(s) of qualification(s) becomes available. Notification of recall shall be by certified letter. The Faculty Member shall have thirty (30) calendar days after receipt of the letter to respond. If he/she does not accept the position offered within the thirty (30) calendar days, he/she shall be considered resighed. The Faculty Member may not be required to return to College employment prior to the beginning of the next academic year. It is the responsibility of the Employee to keep the Employer informed of his/her current address. The Employer is free to fill a position using any appropriate method while awaiting the return of a recalled Employee.

ARTICLE XV - TUITION AND LEAVE

Section A. Tuition Waiver/Remission(s)

2. Education Assistance Loan Program (EAL)

a. A Faculty loan program shall be provided from funds budgeted annually for Faculty Members to (1) improve their professional competence and/or (2) enhance the quality of their services. Such study shall be related to the Faculty Member's College duties or subject field/area or the field of education and shall be at an accredited college or university. All credits must be toward the next highest degree or graduate level courses unless waived by the Vice-President of Academic Affairs.

(was d.) b. The College shall budget $7,500 annually for this purpose. Monies recovered from Employees leaving the employ of the College before forgiveness of a loan has been completed, shall be used to supplement the account. Unused money may be transferred to the budgets of other Local 3173 Units if the budgets of those Units are inadequate.

(was k.) c. The Bargaining Unit may transfer to or receive from each of the other two (2) Bargaining Units, any amount up to the remainder of their EAL fund(s) by mutual written agreement of the Unit(s) involved, if it so elects in order to meet EAL requests.

(was c.) d. Faculty Members as of July 1 of their second year of continuous employment and thereafter shall be guaranteed $225 per year or the tuition for one three-credit course, whichever is less. Loans for the balance of tuition costs shall be distributed within ninety (90) days of the end of the fiscal year on an equitable basis by credit to each Faculty Member having taken such courses based on the remainder of the account. No loan may exceed tuition costs. Transcripts and receipts must be submitted to the Personnel Office by September 15 of the following fiscal year in which credits are earned or payment from the end-of-year distribution for said credits will be deferred until the following year. A Faculty Member not availing himself of a tuition loan in any year shall be allowed up to $100 for the payment of dues to a professional organization or organizations (Bargaining Unit dues excluded) for

that year. Reimbursement shall be made by the Employer upon presentation to the Personnel Office of the receipt(s) for the dues paid.

(was f.) e. A written application must be submitted to the Personnel Office upon registration in a course(s), but not later than June 30. Loans will be approved by the President or his designee in accordance with an established procedure which shall not be inconsistent with nor in conflict with the terms of this Agreement. Loans will be authorized by the President or his designee upon receipt of the application, the original tuition receipt, a grade report of "C" or better, satisfactory, pass, credit, and a signed promissory note will be required upon receipt of reimbursement.

(was b.) f. Loans for this purpose granted to an Academic Year Employee shall be forgiven at the rate of one-sixth (1/6) the amount of the indebtedness for each term he/she remains in the College's employ as a regular full-time Employee. Such forgiveness shall begin with the next full academic term of employment immediately following the successful completion of each course. For a Fiscal Year Employee, forgiveness shall be at the rate of one-sixth (1/6) the amount of the indebtedness for each three (3) months he/ she remains in the College's employ as a regular full-time Employee. Such forgiveness shall begin with the next full three (3) month period of employment immediately following the successful completion of each course.

(was e.) g. A Faculty Member whose employment with the College terminates before the full amount of the outstanding unforgiven balance of a loan is forgiven is required to repay the unforgiven balance. The Employee may make lump sum repayment or repayment shall be at the rate of 1/6 the amount of indebtedness on a quarterly basis at a simple interest rate of nine (9) percent per annum on the outstanding balance.

(was g.) h. Loans are available to Employees on approved leaves of absence.

(was h.) i. In the event of a Faculty Member's death or total disability during the time he/she is still indebted to the College for Education Assistance Loans, such indebtedness shall be cancelled in full.

(was i.) j. In the event a Faculty Member's position is retrenched while he/she is still indebted to the College for the Education Assistance Loan, such indebtedness shall be cancelled in full and reinstated upon recall.

(was j.) k. In the event a Faculty member returns to the College after a termination (resignation or termination of a grant) the forgiveness procedure shall be reinstated on any outstanding indebtedness. Money already obligated or paid to the College under item g, above, will not be returned to the Employee.

Section B. Leaves

g. Holiday Leave

(1) The following days are established as holidays without loss of pay:

December 31*	Labor Day
New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day and the day following
President's Day	Winter Recess
Spring Recess	1988: 12/23 thru 12/27
Memorial Day	1989: 12/22 thru 12/26
Independence Day	

ARTICLE XVI - WORK LOAD

Section C. Compensations

1. Overloads - Each credit hour of teaching and/or preparation worked in excess of those specified in A-1 and A-3, above, shall be compensated at $388 during 1988-89 and $407 during 1989-90. Compensation at the same rate shall be made when teaching courses offered at times other than the regularly scheduled three terms.

2. Cooperative Education - Faculty Members shall be compensated at $18 per student per credit hour taught in 1988-89 and at $19 in 1989-90. This amount is to be paid in addition to any payment that may have been made in item 1., above.

3. Credit for Experience - Faculty Members shall be reimbursed $15 per hour of evaluation of a student's portfolio, Division-approved challenge exams, Division-approved placement exams, and/or the student during 1988-89, and at $16 during 1989-90. This amount is to be paid in addition to any payment that may have been made in item 1., above.

4. Independent Study - Faculty Members shall be reimbursed $179 per student during 1988-89, and at $188 during 1989-90. This amount is to be paid in addition to any payment that may have been made in item 1., above.

5. Evaluation of Students' Writing Samples - Faculty Members shall be reimbursed $15 per hour as required or authorized by the Vice-President of Academic Affairs or his designee for evaluating students' writing samples for placement in appropriate English course during 1988-89, and at $16 during 1989-90.

EXCEPT AS SPECIFICALLY AMENDED BY THIS MEMORANDUM OF AGREEMENT, THE AFORESAID COLLECTIVE BARGAINING AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT TO AND INCLUDING JUNE 30, 1990.

THE FEDERATION OF READING AREA COMMUNITY COLLEGE, LOCAL3173, PENNSYLVANIA FEDERATION OF TEACHERS AMERICAN FEDERATION OF TEACHERS, AFL-CIO

READING AREA COMMUNITY COLLEGE

Joseph A. Vaccaro, Chairperson
Board of Trustees

Ronald G. Hertzog, President
Local 3172

John S. Saylor, Jr., Secretary
Board of Trustees

Sylvia Wolff, Vice-President
Faculty Bargaining Unit, Local 3173

Mary Linette, Negotiator

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1988-1991

COLLECTIVE BARGAINING AGREEMENT

between

LEHIGH COUNTY COMMUNITY COLLEGE

and

FACULTY ASSOCIATION

♦ ♦ ♦

an affiliate of

PAHE/PSEA, NFA/NEA

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AGREEMENT

THIS AGREEMENT entered into by and between Lehigh County Community College, Lehigh County, Pennsylvania, hereinafter called College and Lehigh County Community College Faculty Association, an affiliate of (N.F.A./P.A.H.E.) (N.E.A./P.S.E.A.) hereinafter called Association shall be effective the first day of the 1988-89 academic work year.

DEFINITIONS: For the purposes of this Agreement, the following definitions shall apply.

A. COLLEGE - The Lehigh County Community College, the public employer.

B. ASSOCIATION - Lehigh County Community College Faculty Association, an affiliate of PAHE/NFA, PSEA/NEA, the employee organization.

C. FACULTY OR FACULTY MEMBERS - Those professional employees included in the appropriate bargaining unit set forth in Article I of this Agreement.

D. P.L.R.B. - Pennsylvania Labor Relations Board.

E. AGREEMENT - The Collective Bargaining Agreement negotiated between the Association and the College.

F. SPONSORS - The sponsoring school districts who are signators of the Articles of Agreement under which Lehigh County Community College exists.

G. BUDGET SUBMISSION DATE - February 15.

H. PRESIDENT - The President of Lehigh County Community College.

I. FISCAL YEAR - The fiscal work year shall be the twelve (12) month period from July 1 to and including June 30.

ARTICLE I - RECOGNITION

A. The "COLLEGE" hereby recognizes the "ASSOCIATION", pursuant to a P.L.R.B. election of December 1, 1970, and NISI order of certification, No. PERA-R 228-C, issued December 3, 1970, as the "employee organization" which has been certified by the aforementioned P.L.R.B. order of certification, as the exclusive representatives for all the employees in a subdivision of the employee unit comprised of TEACHING FACULTY, COUNSELORS, LIBRARIANS, LEARNING ASSISTANCE SERVICE PERSONNEL, FULL-TIME GRANT FACULTY FUNDED BY ACT 101, VOCATIONAL EDUCATION FOR THE HANDICAPPED AND VOCATIONAL EDUCATION FOR THE ACADEMICALLY DISADVANTAGED, but excluding all nonprofessional, confidential, management level, supervisory, and clerical and physical plant employees within the meaning of Act 195, for the purposes of collective bargaining with respect to wages, hours, terms, and conditions of employment, subject to the provisions of Act 195.

B. If the College should subsequently create new positions, and if the parties cannot agree whether the position should be included within the bargaining unit, the final decision shall rest with the P.L.R.B.

ARTICLE II - RIGHTS OF COLLEGE

The College, on its own behalf and on behalf of its sponsors, hereby retains and reserves unto itself, all rights, powers, authority, duties and responsibilities conferred and invested in it by the laws of the Commonwealth of Pennsylvania and/or its sponsors. The exercise of these rights, powers, authority, duties and responsibilities by the College, through its Board of Trustees, its President and his administrative staff, shall not be limited in any way except as specifically provided for in the terms and conditions set forth in this Collective Bargaining Agreement.

ARTICLE III - MAINTENANCE OF MEMBERSHIP

A. All faculty members who are members of the Association on the effective date of this Agreement, or who join the Association in the future, must remain members for the duration of this Collective Bargaining Agreement, except that faculty members may resign from the Association during a fifteen (15) day period immediately prior to the expiration of this Collective Bargaining Agreement.

B. The payment of membership dues and assessments during the period of Association membership pursuant to the terms and conditions of this Maintenance Membership provision shall be the only requisite employment condition.

C. The effective date for termination of employment of any faculty member who fails to comply with this Article shall be the end of the academic semester in which the faculty member's failure to comply with this Article occurs. For purposes of this provision only, the Fall Semester shall be deemed completed upon the last day final examinations are scheduled and the Spring Semester to have begun immediately thereafter.

D. No faculty member shall be terminated under this Article unless:

1. The Association first has notified the faculty member by letter, explaining that he is delinquent in not tendering either periodic and uniformly required Association dues, and specifying the current amount of such delinquency, and warning him that unless such dues or assessments are tendered within fourteen (14) calendar days of such notice, he will be reported to the College for termination as provided in this Article, and

2. The Association has furnished the College with a copy of the letter sent to the Faculty Member and notice that he has not complied with the Association's request. When requesting the College to terminate the faculty member, the Association shall further specify the following by written notice. Such notice shall be signed by both the Association President and Treasurer.

ARTICLE III - MAINTENANCE OF MEMBERSHIP

"The Association certifies that

_____
Name

has failed to tender either the periodic and uniformly required Association dues and/or assessments required as a condition of continued employment under the Collective Bargaining Agreement and demands that, under the terms of the Article III - Maintenance of Membership, the College shall terminate this faculty member."

E. The College agrees that, within five days of the receipt of this notice provided in the last preceding paragraph, it shall notify the faculty member that his services shall be terminated at the end of the current academic semester.

ARTICLE IV - CHECKOFF

A. If authorized by a faculty member, by unrevoked written assignment on file with the College, the College shall deduct from the faculty member's wages a sum equal to such faculty member's dues owed the Association. The dues deduction authorization card shall be in the form attached hereto.

B. A checkoff shall commence for each faculty member who signs a properly executed authorization card within the fifteen (15) working days immediately following the first day of classes in any academic work year. Checkoff authorization cards shall remain in effect for the duration of the Agreement unless withdrawn during the month of May.

C. Deduction of payments are to occur in approximately equal installments so that all such dues owed the Association would be paid by December 31 of each year.

D. The College and the Association agree that there shall be no discrimination, intimidation, restraint, coercion, harassment, or pressure by them or their officers, agents, or members against any faculty member who refuses or fails to execute an authorization card.

E. The Association shall indemnify and save the College harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with Article III and IV of this Agreement.

ARTICLE V - RIGHTS OF FACULTY IN ASSOCIATION

A. Pursuant to the provisions of the Public Employee Relations Act, the College recognizes that it shall be lawful for faculty members to join the Association and to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection, except as expressly limited by the terms and conditions of this Agreement and the provisions of the Public Employee Relations Act, provided all faculty members shall also have the right to refrain from any or all such activities.

B. The College and the Association agrees that there shall be no discrimination, coercion, or pressure, direct or indirect, against any faculty member who joins or who refuses to join the Association.

ARTICLE VI - CONFERENCE

The President of the College or his designated representative shall be available to meet with designated representatives of the Association at mutually convenient times on reasonable notice. The purpose of such meetings shall be to discuss matters related to the implementation and administration of this Agreement.

ARTICLE VII - USE OF COLLEGE FACILITIES

A. The College shall provide an office for the Association. Such office shall be private and contain the usual office equipment. The Association may have its own outside telephone line. The Association shall also be provided with an "inside" telephone extension. The outside telephone will be maintained, installed, and used at the expense of the Association.

ARTICLE VII - USE OF COLLEGE FACILITIES

B. Duly authorized representatives of the Association shall be permitted to transact Official Association business on College property, including regular and special meetings at reasonable times and within the limitations of due consideration for normal College operations. Requests for use of rooms shall be made in accordance with normal College procedures and made available to the Association in accordance with normal College policy.

C. The Association shall have the right to post its official communiques and use the College interoffice mail service and mailboxes for distribution of its official communiques. The Association shall have access to College equipment, i.e., typewriters, duplicating equipment, calculators, and A-V equipment, provided such equipment is not otherwise in use and such use is restricted to the College campus. The Association agrees to reimburse the College for cost of expendable materials used.

ARTICLE VIII - FACULTY ASSIGNMENTS

A. Teaching and Nonteaching Service Faculty

1. Faculty responsibilities to the College shall include attendance and participation at necessary and scheduled College meetings, registration, student advisory commitments, and the spring commencement exercises. All faculty will be expected to meet these responsibilities on the designated report days.

2. The academic work year for faculty shall not exceed a period of time extending from and including five (5) working days prior to the first day of classes in the fall semester to and including the day of spring commencement consisting of 165 report days and no more than 291 calendar days in the 1988-89 academic work year and no more than 290 calendar days for academic work years thereafter. However, the College may extend the academic work year beyond 290 calendar days in the event of extraordinary circumstances beyond the control of the College, including, but not limited to Acts of God, disasters, and strikes.

3. The academic work year for all new faculty will begin seven (7) working days prior to the first day of classes in the fall semester.

4. During the week immediately following the final examination period for the spring semester faculty shall not be required to report more than two (2) working days in addition to the day of the spring commencement.

5. Course assignments and schedules for teaching faculty will follow the procedures outlined by the College. In addition, each individual faculty member's teaching assignment and schedule will be subject to the approval of the immediate supervisor.

6. Each teaching faculty member shall be required to post five (5) office hours per academic week.

7. The teaching faculty member's teaching load shall be determined by the immediate supervisor. Fifteen (15) semester hours shall constitute a full academic semester teaching load with thirty (30) semester hours constituting a full academic year teaching load. However, with the written consent of a faculty member and the College, a full academic semester teaching load may be increased to up to twenty-one (21) semester hours or reduced to not less than nine (9) semester hours. In addition three (3) laboratory hours shall be equivalent to two (2) semester hours. The College shall have the right to assign additional academic duties to those faculty members with less than a 30-hour full academic year teaching load.

8. When a teaching faculty member's semester hour load exceeds fifteen (15) semester hours in any semester, such faculty shall become eligible to receive overload pay, unless otherwise agreed to as provided in Paragraph 7 above.

9. Workday - Teaching faculty are normally required to be available for assignment each academic day during the work year between the hours of 8:00 a.m. to 6:00 p.m.; this does not mean they must be on campus between the aforementioned hours.

ARTICLE VIII - FACULTY ASSIGNMENTS

10. All teaching faculty may be required to teach two (2) classes starting after 5:00 p.m. or ending after 6:00 p.m. as part of their regular semester teaching assignment. A teaching faculty member may, with his written consent, agree to teach more than two (2) classes starting at or after 5:00 p.m. or ending after 6:00 p.m. or one or more classes on Saturday. An attempt will be made, subject to the instructional needs of the College, to provide a compact academic workday teaching schedule, not usually extending beyond eight (8) hours (exclusive of overloads) in any one academic workday.

11. The workweek for nonteaching service faculty shall be no more than thirty-five (35) working hours per week, seven (7) consecutive hour workdays. Exceptions to the seven consecutive hour workday are to be expected; however, not more than five (5) report days may be assigned with nonconsecutive hours without mutual consent. The actual daily work schedules will be subject to the needs of the College and work assignments at the discretion of the immediate supervisor. Evening assignments may be a part of the normal workday.

12. If a faculty member has professional responsibilities at more than one location on any single day, travel expenses will be paid to the location other than Schnecksville. Reasonable consideration will be given to problems which may be inherent in other site teaching responsibilities. In addition to travel expenses, these considerations would include, but not limited to, such items as travel time, overload considerations, equity of assignments, and guidelines at other locations.

ARTICLE IX - PERSONNEL FILES

A. The College shall maintain, in accordance with present practice, an official personnel file for each faculty member, and it shall be available for review at reasonable times to the faculty member or the Association representative(s) with the faculty member's written approval. Faculty members shall receive a copy of all College originated documents before they are placed in his file.

B. A faculty member shall have the right to make such additions or responses to the material contained in his official personnel file as he shall deem necessary, but he shall have no right to remove material from the file.

C. There shall be a separate pre-employment file which shall be confidential and shall contain letters of reference, recommendations and other material secured in the hiring process. Information in this file is strictly confidential, and the College shall not release said information except as provided for in Section D of this Article.

D. If any official personnel file or any of its contents is duly subpoenaed in accordance with law, the faculty member shall be notified at the earliest possible time.

ARTICLE X - ACADEMIC FREEDOM AND RESPONSIBILITY

A. The faculty member is entitled to full freedom within the law in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research or employment for pecuniary return should be based upon an understanding with the authorities of the College.

B. The faculty member is entitled to freedom in the classroom/work area in discussing his subject, but he should be careful to present objectively the various scholarly views related to his subject and avoid presenting material which is unrelated to his subject.

C. The concept of freedom should be accompanied by an equally demanding concept of responsibility. The faculty member is a citizen, a member of a learned profession. When he speaks or writes as a citizen, he should be free from College censorship or discipline inconsistent with his professional employment status, but his special position in the community imposes special obligations. As a man of learning, he should remember that the public may judge his profession and the College by his utterances. Hence, he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not a College spokesman.

ARTICLE X - ACADEMIC FREEDOM AND RESPONSIBILITY

D. A faculty member may hold in confidence information received from a student in the course of the faculty member's professional duties except to the extent that disclosure of such information may be required by law or his employment as a member of a learned profession.

ARTICLE XI - MEET & DISCUSS

The College and the Association agree to abide by the Meet & Discuss provision of Article VII, Section 702, of Act 195.

ARTICLE XII - GRIEVANCE/ARBITRATION PROCEDURE

A. Any complaint alleging a specific violation, misinterpretation, or improper application of the terms and conditions of this agreement may be processed as a grievance under the terms, conditions and provisions set forth herein. The alleged arbitrary or discriminatory enforcement of the College's rules and regulations related to wages, hours, terms, and conditions of employment may be processed as a grievance but shall not be arbitrable under Section E of the Article XII.

B. A grievance may be filed by a faculty member, a group of faculty members, or the Association, and hereinafter called the grievant. Whenever a faculty member or group of faculty members file a grievance, the grievant or grievants should consult a member of the Association Grievance Committee for counseling before a grievance is submitted at the First Step. The Association shall be afforded an opportunity to be present at the adjustment of any grievance.

C. FIRST STEP: The grievant, within fifteen (15) working days of the occurrence giving rise to the alleged grievance or within fifteen (15) working days of the date on which the grievant learned or should have learned of such occurrence, shall submit, in triplicate, a written grievance on a form provided by the College, one (1) copy to the immediate supervisor, one (1) copy to the Office of the President and one (1) copy to the Association. The immediate supervisor shall, within ten (10) working days of his receipt of the written grievance, deliver a written answer to the grievant. A copy of this answer will also be delivered to the Association and the Office of the President.

D. SECOND STEP: If the action taken at the First Step fails to resolve the grievance, the grievant may, within five (5) working days after receipt of the written answer, deliver a written appeal to the Office of the President. The President or a party designated by him to hear and decide the matter shall, within fifteen (15) working days following the receipt of such written appeal, and after a hearing duly convened after having given a minimum of three (3) working days notice, deliver an answer to the grievant. A copy of this answer will be delivered to the Association.

E. THIRD STEP: If the action taken at the Second Step fails to resolve the grievance, the Association may, within twenty (20) working days of the receipt of the written answer of the Second Step, submit the matter to binding arbitration by delivering written notice of such intent to the Office of the President and the President of the Association.

F. Within fifteen (15) working days after such delivery of written notice of submission to arbitration, the Association and the College will meet to select a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association.

G. The selected arbitrator will hear the matter promptly and will issue his decision not later than 30 calendar days from the date of the close of the hearing. If oral hearings are waived, then 30 calendar days from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusion on the issues.

H. The arbitrator shall have no power or authority to add to, subtract from, or modify in any way the terms and provisions of this Agreement or to make any decision which would require the Commission of an act prohibited by law or which is violative of the terms of this Agreement.

ARTICLE XII - GRIEVANCE/ARBITRATION PROCEDURE

I. The arbitrator shall consider only the precise issue submitted for arbitration, and shall have no authority to determine any other issue or question not so submitted, nor shall observations or declarations of opinion not essential to the reaching of the determination be submitted.

J. The decision of the arbitrator shall be final and binding on both parties.

K. The costs of arbitration shall be shared equally by both parties, but each party shall bear its own costs of presenting its case to the arbitrator.

L. Failure of the grievant to appeal within the specified time limits shall mean the grievance has been abandoned by the grievant, and the grievance shall be deemed resolved in accordance with the last College answer, provided such answer is not in violation of the laws of the Commonwealth of Pennsylvania.

M. Failure of the College to answer a grievance within the specified time limits shall mean the grievance has been resolved by the remedy requested by the grievant, provided such remedy is not in violation of the laws of the Commonwealth of Pennsylvania.

N. Nothing contained herein shall be construed in limiting the right of a faculty member to resolve an alleged grievance informally with his immediate supervisor.

O. The Association may initiate a grievance at the Second Step of this Grievance/Arbitration Procedure.

P. The grievant may be accompanied by a representative of the Association at any step of the Grievance/Arbitration Procedure.

Q. All records dealing with a grievance shall be filed separately from the Personnel Files of the participants.

R. No reprisals shall be taken against any faculty member for participating in any grievance.

S. Time limits set forth in this Article may be extended by written agreement executed by authorized representatives of the College and the Association.

T. Grievants are encouraged jointly by the Association and the College to try to resolve issues where possible through the Meet & Discuss process.

ARTICLE XIII - TERMINATION

A. A faculty member having completed a probationary period of three (3) full regular academic work years of employment if on ten (10) month appointment, and three (3) full regular fiscal work years of employment if on twelve (12) month appointment, as a full-time regular faculty member shall not be terminated from regular employment with the College except for just cause. A full regular academic work year shall consist of the fall and spring semesters, in that sequence. For the purpose of this agreement the first full fall semester shall consist of teaching eighty percent (80%) or more of the scheduled class meetings for those classes. A fiscal year is from July 1 to the following June 30. Just cause shall include:

1. Incompetent service (including neglect of or unsatisfactory performance of his academic responsibilities) or

2. Physical or mental incapacity which substantially affects the faculty member's performance of his academic duties or

3. Conviction of a felony involving moral turpitude or

4. Instrumental in causing a strike in violation of this Agreement or

5. The abolition of a faculty member's position (pursuant to procedures set forth in Appendix A).

ARTICLE XIII - TERMINATION

B. Termination of a faculty member having completed the aforementioned probationary period by nonrenewal of appointment or by dismissal shall be subject to the grievance/arbitration procedure as set forth in Article XII of this Agreement. In no case however, shall the termination of a faculty member during his probationary period as stated herein be subject to the provisions of this Article. In all cases the College will discuss with the Association when considering the termination of any faculty member.

C. Nonprobationary faculty terminated for unsatisfactory performance shall be notified of such action on or before February 1.

D. A faculty member shall be required to serve only one (1) probationary period during the course of his employment. However, when a faculty member teaches courses in a different and unrelated field than the one to which he was assigned, he may be subject to the joint review process involving both faculty members and appropriate administrative staff members. The intent of this review process is to assist in the teaching transition.

ARTICLE XIV - LEAVES

A. Sick Leave

1. During the initial academic or fiscal year of appointment, full-time faculty shall earn sick leave at the rate of one (1) day per month of employment. After the initial academic or fiscal year of appointment, such faculty shall earn sick leave in accordance with the following:

   a. Full-time faculty on twelve (12) month appointment shall earn twelve (12) days on the first day of the fiscal work year.

   b. Full-time faculty on ten (10) month appointment shall earn ten (10) days on the first day of the academic work year.

2. Sick leave shall be cumulative up to a maximum of 200 days.

3. The unit of computation for use of sick leave shall not be less than one-half (½) day.

4. Charges against earned sick leave shall be made only when the absence for illness occurs on a scheduled workday.

5. Sick leave cannot be earned by a faculty member for periods when the faculty member is on leave without pay.

6. Sick leave shall not be used when the faculty member becomes eligible for benefits under the College's Long-Term Disability Insurance Program.

B. Sick Leave at Half-Pay - Long-Term Disability Insurance

1. Sick leave at one-half (½) pay will be made available only after the faculty member is able to demonstrate that he will (or would) qualify for benefits under the College's Long-Term Disability Insurance Program.

2. Those grant faculty positions covered by this contract are not eligible for sick leave at one-half (½) pay.

3. Upon exhaustion of earned sick leave and receipt by the College of reasonable medical assurances from a licensed physician that the faculty member's absence for medical reasons will be of sufficient duration to qualify the faculty member for Long-Term Disability Insurance benefits, the College shall provide additional sick leave at one-half (½) pay for a period of time not to exceed the number of remaining workdays necessary to complete the waiting period in effect before said faculty member becomes eligible to receive benefits (or would have become eligible to receive such benefits if he had elected to participate) under the College's Long-Term Disability Insurance Program. In no case, however, shall the total number of additional sick days at one-half (½) pay exceed 50 days.

4. All faculty during their initial year of full-time employment with the College shall not be eligible to receive the above-mentioned additional sick leave at one-half (½) pay. Such faculty will, however, upon request, be eligible to receive a maximum of ten (10) such days at one-half (½) pay upon receipt by the College of reasonable medical assurances from a licensed physician that the faculty member's absence for medical reasons would be of sufficient duration to qualify the faculty member for benefits under the Long- Term Disability Insurance program.

5. The College may fill the position vacated by a faculty member who becomes eligible to receive benefits under the College's Long-Term Disability Insurance program at the end of the academic year in which said faculty member became eligible to receive such benefits, unless the College receives reasonable medical assurance from a licensed physician that he will be able to return at the beginning of the next academic year.

C. Return from Extended Sick Leave - Extended sick leave is defined as paid sick leave for any period of more than three (3) report days and less than the time needed to qualify for long-term disability. A faculty member returning from extended sick leave must present a doctor's certificate indicating his ability to return to all or part of his normal work load, and may be required to have a review by a College-appointed physician. The College, subject to the staffing needs of the Division/Department, reserves the right to require that such return shall coincide with the beginning of an academic semester. It shall be construed as a break in service only when the faculty member is in a noncompensatory status.

D. Bereavement Leave

1. All faculty shall be allowed absence of up to four (4) consecutive calendar days in the event of death in the immediate family. The faculty member shall return to work the next regular working day following the expiration of the four (4) consecutive calendar days or the day following the burial of the deceased, and shall not forfeit any salary for any regular academic workdays missed.

2. The term "immediate family" shall be understood to include the following: spouse, mother, father, sister, brother, son, or daughter and the spouse's immediate family. Similar absence will be granted in case of death of a near relative provided the relative resided in the same household as the faculty member immediately preceding death. All faculty members will be allowed up to one (1) day with no loss of pay to attend the funeral of a near relative.

E. Military Leave - Any faculty member who is required to render ordered military duty shall be granted a leave of absence without pay for the period of time required to fill his active military service obligation.

F. Military Reserve Leave - Any faculty member who takes the usual two weeks military reserve duty leave during the academic work year shall be granted a leave with pay and shall receive from the College pay equivalent to the difference between military pay and his normal salary for the same period (where military pay is less).

G. Jury/Court Leaves - On proof of the necessity of jury duty or attending court pursuant to subpoena or other order of the court, any faculty member shall be granted a leave of absence with pay. If the faculty member receives witness fees or any other compensation, his College pay shall be reduced accordingly.

H. Child-Rearing Leave

1. A child-rearing leave of absence without pay shall be granted to a faculty member who becomes the parent of a newly born child or a legally adopted child, up to the age of six (6) years.

2. The request to the College President for such leave must be in writing and shall contain the approximate length of time desired; however, in no case shall the period of time requested exceed two (2) consecutive academic semesters.

3. A faculty member on approved child-rearing leave shall provide written notice to the College President, at least two (2) months prior to the termination of the leave, of his intent to return to full-time employment with the college at the end of the leave period. The college shall reserve the right to require that such return coincide with the beginning of a regular academic semester.

4. Failure to return to full-time employment with the College at the expiration of the approved leave period or failure to notify the President of intent to return at least two (2) months prior to the end of the leave shall constitute voluntary termination of employment.

5. Upon return from child-rearing leave, the faculty member shall have all seniority rights and accrued sick leave reinstated in accordance with ARTICLE XXIII - Seniority, Section C.1.

6. Faculty granted such leave may continue the insurance benefits provided by the college at no cost to the college. Continuation of such insurance benefits is subject to limitations imposed and established by the carrier as compulsory. Payment to the College for the purchase of said benefits on behalf of the faculty member shall be made quarterly with the first payment due the College on the effective date of the leave.

I. Special Leave

1. Special leaves for full-time faculty members may be granted without pay at the sole discretion of the President.

2. Requests for such leave must be made in writing and should be submitted to the President at least two (2) months prior to the date such leave might take effect.

3. Written authorization by the President shall include all terms and conditions pertaining to their return to employment with the College. Denial of the request for a special leave without pay shall include the reason(s) for the denial.

4. A copy of this authorization shall be forwarded to the Association President.

5. Full-time faculty members granted such leaves may continue the insurance benefits provided by the College at no cost to the College. Continuation of such insurance benefits is subject to limitations imposed and established by the Carrier as compulsory. Payment to the College for the purchase of said benefits in behalf of the faculty member shall be made quarterly, with the first payment due the College on the effective date of the leave.

J. Association Leave

1. The Association President or the officially designated Association delegate shall upon proper request be granted Association leave to attend special meetings and/or conventions of the state or national affiliates of the local Association.

2. Such leave shall be limited to no more than three (3) days per academic year. The request for such leave shall be forwarded to the office of the President.

K. Sabbatical Leave

1. Sabbatical leaves may be granted for: planned travel, study, formal education, research, writing, or other experience of professional value to the faculty member. The objective of sabbatical leave is to improve the quality of the faculty member's service to the College.

2. Those grant faculty positions covered by this contract are not eligible for sabbatical leave.

3. A faculty member shall become eligible for sabbatical leave upon completion of six (6) years of full-time employment at the College. Upon receipt of such leave, the faculty member shall not be eligible for another sabbatical leave under the provisions of this Article until he has completed an additional six (6) years of full-time employment after returning from his sabbatical leave.

4. Sabbatical leave for faculty may be granted for period of one (1) academic year at one-half (½) his annual contract salary or one (1) semester at one-half (½) his annual contract salary.

5. The sabbatical leave salary shall be based upon the faculty member's contract salary for the academic year.

6. Benefits such as retirement, insurance and the like shall continue in effect during the period of such leave.

7. Applications for leave are to be made in writing by February I of the preceding academic year, and include in specific detail for consideration by the President:

   a. the projected program of professional development to be undertaken if leave is granted;

   b. the reasons why the faculty member feels a sabbatical leave is necessary to complete the projected program;

   c. an affirmation in good faith of intention to return to the College's employ for at least two (2) years following such leave.

8. A committee consisting of an equal number of faculty appointed by the Association and administrators/board members shall be formed which will evaluate all applications for sabbatical leave and shall make recommendations to the President concerning the granting of such leave.

9. The President shall notify the successful applicants on or before March 31 of his intent to recommend that the Board of Trustees grant his request for a sabbatical leave.

10. The College shall require as a condition of, precedent to the granting of a sabbatical leave, the execution of instruments to secure the repayment of salary (plus cost of benefits) received when on sabbatical leave in the event of the failure of the faculty member to return and complete the above-mentioned service with the College.

11. Sabbatical leave shall not prejudice the faculty member's rights that he would have enjoyed had the leave not been granted.

12. The total number of sabbatical leaves available which may be granted each academic year shall be no less than two (2).

L. <u>Personal Business Leave</u>

1. Personal business leave is provided for personal business of a nonprofit nature or for personal emergencies requiring immediate attention.

2. Each faculty member shall be entitled to seven (7) days personal leave with pay for the life of this contract. However, no more than three (3) personal days can be taken in any one year. Requests for such leave must be submitted to the immediate supervisor two (2) working days prior to the date of the leave on a form provided by the College. In the case of a personal emergency such request must be submitted promptly upon the faculty member's return to work.

3. In the event a faculty member requests the use of a personal day when he is scheduled to teach a three-hour, once-a-week lecture class, said faculty member must, as a condition of approval make arrangements for coverage of his class at no cost to the College except in cases of personal emergency.

4. Such leave shall not be used immediately before or after a College holiday and/or vacation period nor shall such leave be granted to more than ten percent (10%) of the faculty members for the same day.

5. Such leave shall not be cumulative.

ARTICLE XIV - LEAVES

M. Disability Leave

The following terms and conditions shall apply only to nonprobationary faculty members placed on disability leave by the College:

1. a. A faculty member who becomes eligible to receive benefits under the College's Long-Term Disability Insurance Program shall be granted a disability leave of absence without pay for one (1) year beginning on the first day of the academic year immediately following his eligibility to receive disability benefits. If the disability continues, the leave shall be extended in one (1) year increments.

   b. Disability leave will be extended up to a maximum of three (3) years.

   c. The faculty member on disability leave without pay shall notify the College, by registered mail, of his intent to either return to work or of his intent to extend the leave for another year, no later than June 1 of each calendar year. Failure of the faculty member to notify the College by June 1, as stipulated herein, shall constitute voluntary termination of employment with the College and all reemployment rights will be terminated, unless said faculty member had a valid medical reason for failing to so notify the College.

2. A faculty member granted such leave may continue the insurance benefits provided by the College at no cost to the College. Continuation of such benefits is subject to the terms established by the insurance carrier. Payment to the College for the purchase of said benefits in behalf of the faculty member shall be made quarterly, with the first payment due the College on the effective date of the disability leave.

3. a. To return to full-time employment with the College in the position held prior to being placed on disability leave, the faculty member must provide the College with a certification from his attending licensed physician attesting to his ability to return to his normal work load. Such certification must be submitted on or before June 1 of the fiscal year immediately preceding the year he intends to return.

   b. The faculty member must, on or before June 30 of the same fiscal year mentioned herein, submit to a complete examination by a licensed physician designated by the College. Said examination shall be arranged for and paid by the College. If the opinion of the College designated physician is that the faculty member is not able to assume his normal work load, a physician appointed by the Long-Term Disability Insurance carrier will review the faculty member's condition and his opinion concerning the faculty member's ability to return to his normal work load shall be final and binding.

4. Upon the faculty member's return to full-time employment with the College in the position held prior to being placed on disability leave, he shall receive the same salary and academic rank as he would have received for the academic year in which he was placed on disability leave unless the minimum salary for that academic rank exceeds the above-mentioned salary in which case the minimum salary will be paid.

ARTICLE XV - BENEFITS

A. Insurance Benefits

1. The following insurance benefits shall be provided for all faculty members and shall continue in the same manner and at the same level as provided by the College during the 1987-88 fiscal year except as changed in the negotiations of this agreement.

2. All insurance coverage in this Article shall be provided in accordance with the terms of the various contracts issued by the insurance carriers from which the insurance is purchased to cover such benefits. A list of agents and carriers shall be provided to the Association. The Association may review insurance policies covering the insurance benefits set forth herein.

3. Unless otherwise noted, the premium costs of the insurance benefits set forth herein shall be borne by the College.

ARTICLE XV - BENEFITS

B. Health Insurance

The following health insurance benefits will be provided for all full-time faculty, at no cost to them except as stated in Article XV, Section B, Paragraph 4, in the same manner and at the same level as provided by the College during the 1987-88 fiscal year except for changes mandated by the insurance carrier. The college shall have the right to change the health carrier so long as benefits are comparable and the change is mutually agreeable to the Lehigh County Community College Faculty Association and the College.

1. Blue Cross, Blue Shield and a Major Medical plan covering the faculty member, spouse and dependents to age 25 if a full-time student. Effective January 1, 1989, the Major Medical plan shall have a maximum of $1,000,000 and accident aftercare shall be increased to cover up to three (3) visits within thirty (30) days.

2. Blue Shield Dental Insurance, covering the employee, spouse and legal dependents under age 19.

3. Blue Shield Prescription Drug Plan, covering the employee, spouse and legal dependents to age 25, if a full-time student, with a $2.00 deductible, as is currently in effect, and as soon as it is available, a $0.00 deductible, mail-order drug plan.

4. The College will pay premium costs for any HMO plans offered by the College up to the premium amount paid for the health plan coverage referred to in Article XV, Section B-1.

5. Upon loss of health insurance benefits, employees, their eligible spouse and eligible dependents shall be allowed to remain in existing health care plans, at no cost to the College, and in conformity with COBRA legislation.

C. Life and Accidental Death and Dismemberment Insurance

Effective January 1, 1989, a term life and accidental Death and Dismemberment Insurance policy equal to two (2) times (within $500) the faculty member's base annual salary (exclusive of overloads and summer session pay).

D. Worker's Compensation Insurance

Each faculty member shall be covered by Worker's Compensation Insurance.

E. Travel Insurance

An accidental death policy in the amount of $100,000 to age 70; after age 70, the policy is limited to $25,000 for each faculty member (while traveling on College-approved business).

F. Long-Term Disability Insurance

1. The College shall establish a group long-term disability insurance program providing total monthly disability income equal to sixty percent (60%) of the covered monthly salary. However, the total disability income shall not exceed $3,000 per month. In arriving at this total monthly disability income, full credit shall be taken for income received from Social Security, Worker's Compensation and any disability income payable under any retirement or insurance plan for which contributions or payroll deductions are made by the College. In addition such insurance shall provide contributions for annuity contracts. Such contributions shall not exceed ten percent (10%) of the covered monthly salary at the time of disability.

2. Such benefits shall commence following a period of three (3) consecutive months of total disability and continue during such disability until the faculty member reaches age 65.

3. Covered monthly salary used to determine benefits is one-twelfth (1/12) of the faculty member's basic annual salary (exclusive of overloads, summer school, and other forms of additional compensation).

ARTICLE XV - BENEFITS

G. Vision Care

The College shall pay up to fifty ($50) dollars toward the cost of an eye exam or corrective lenses for the faculty member and/or his family up to a maximum of one hundred ($100) dollars per year (September 1 through August 31).

H. Tuition Waiver - Tuition waiver for faculty members, their spouses, and legal dependents for courses offered by Lehigh County Community College will be provided in accordance with the following:

1. The course is eligible for FTE credit under state regulations and the faculty members, their spouses or dependents are eligible for enrollment in the course.

2. Full-time faculty shall be permitted to take no more than one (1) degree credit course per semester.

3. Spouses and legal dependent(s) shall be permitted to take degree credit courses offered by the College on a full- or part-time basis, tuition free, subject to payment of all fees and other ordinary charges.

4. Full-time faculty shall be permitted to take noncredit Community Service courses on a space-available, sufficient-paid enrollment basis.

5. Spouses and legal dependent(s) shall be permitted to take noncredit Community Service courses, tuition free, subject to payment of all fees and other ordinary charges, on a space-available, sufficient-paid enrollment basis.

6. Retired faculty or their spouses shall be permitted to take credit or noncredit Community Service courses, tuition free, subject to payment of all fees and other ordinary charges, on a space-available, sufficient-paid enrollment basis.

7. Faculty on approved leave without pay shall be eligible for tuition waiver as set forth herein.

I. Forgivable Loan Fund

1. The purpose of this fund shall be to provide financial assistance to full-time regular faculty members who pursue part-time graduate work.

2. Such assistance shall be in the form of a loan, granted upon submission of evidence of the successful completion of each course, and shall be forgiven at the rate of one-sixth (1/6) the amount of his indebtedness for each semester he remains in the College's employ as a regular full-time faculty member. Such forgiveness shall begin with the next full academic semester of employment immediately following the successful completion of each course.

3. The College shall make available to this loan fund a total of five thousand ($5,000) dollars for each year of this agreement.

J. Retirement

1. The College shall make contributions to the retirement system selected by the faculty member (either TIAA/CREF, PSERS, or the State Employee Retirement System) in accordance with the existing College policy and/or regulations of the retirement system so selected.

2. Any changes in the College's contribution rate to TIAA/CREF, required by the Tax Reform Act of 1986, will be implemented either when required by that law or the beginning of the 1989-90 academic year, whichever occurs first.

3. The normal retirement age shall be sixty-five (65) and retirement shall become mandatory at age seventy (70).

ARTICLE XVI - SALARY

A. 1988-89 Fiscal Year

1. Salary Increases - 1988-89 - An eight percent (8%) salary increase shall be paid to each full-time faculty member employed during the 1987-88 fiscal year who returns to full-time employment for the 1988-89 academic and/or fiscal year.

2. Faculty salary ranges: The below-stated (minimum/maximum) salary ranges are for full-time faculty on ten (10) month appointment.

Faculty Rank	Associate Instructor	Instructor	Assistant Professor	Associate Professor	Professor
Min. Sal.	$19,311	$21,678	$24,043	$26,408	$28,774
Max. Sal.	31,405	35,657	39,058	42,459	45,860

3. In the event the above-mentioned salary increase would cause the faculty member's 1988-89 annual contract salary to exceed the above-stated maximum for his academic rank, the salary increase shall be equal to the difference between his 1987-88 annual contract salary and the above-stated maximum for his academic rank.

B. 1989-90 Fiscal Year

1. Salary Increases - 1989-90 - An eight percent (8%) salary increase shall be paid to each full-time faculty member employed during the 1988-89 fiscal year who returns to full-time employment for the 1989-90 academic and/or fiscal year.

2. An additional one-half percent (½%) increase will be allocated to be used to eliminate internal faculty salary inequities. The parties will negotiate the allocation of this fund. If they are unable to reach a mutually acceptable determination, then the dispute will be submitted to arbitration.

3. Faculty salary ranges: The below-stated (minimum/maximum) salary ranges are for full-time faculty on ten (10) month appointment.

Faculty Rank	Associate Instructor	Instructor	Assistant Professor	Associate Professor	Professor
Min. Sal.	$20,856	$23,412	$25,966	$28,521	$31,076
Max. Sal.	33,917	38,510	42,183	45,856	49,529

4. In the event the above-mentioned salary increase would cause the faculty member's 1989-90 annual contract salary to exceed the above-stated maximum for his academic rank, the salary increase shall be equal to the difference between his 1988-89 annual contract salary and the above-stated maximum for his academic rank.

C. 1990-91 Fiscal Year

1. Salary Increases - 1990-91 - An eight percent (8%) salary increase shall be paid to each full-time faculty member employed during the 1989-90 fiscal year who returns to full-time employment for the 1990-91 academic and/or fiscal year.

2. An additional one-half percent (½%) increase will be allocated to be used to eliminate internal faculty salary inequities. The parties will negotiate the allocation of this fund. If they are unable to reach a mutually acceptable determination, then the dispute will be submitted to arbitration.

ARTICLE XVI - SALARY

3. Faculty salary ranges: The below-stated (minimum/maximum) salary ranges are for full-time faculty on ten (10) month appointment.

Faculty Rank	Associate Instructor	Instructor	Assistant Professor	Associate Professor	Professor
Min. Sal.	$22,524	$25,285	$28,044	$30,802	$33,562
Max. Sal.	36,630	41,591	45,558	49,524	53,491

4. In the event the above-mentioned salary increase would cause the faculty member's 1990-91 annual contract salary to exceed the above-stated maximum for his academic rank, the salary increase shall be equal to the difference between his 1989-90 annual contract salary and the above-stated maximum for his academic rank.

D. Overload Salaries

1. 1988-89 Fiscal Year - All full-time faculty, regardless of academic rank, shall receive four hundred five dollars ($405) per semester hour.

2. 1989-90 Fiscal Year - All full-time faculty, regardless of academic rank, shall receive four hundred ten dollars ($410) per semester hour.

3. 1990-91 Fiscal Year - All full-time faculty, regardless of academic rank, shall receive four hundred fifteen dollars ($415) per semester hour.

E. Summer School Salaries

All full-time faculty, regardless of academic rank, shall receive four hundred sixty dollars ($460) per semester hour as compensation for summer school assignments.

F. Substitute and Nonteaching Hourly Salaries

1. Effective 1988-89 academic year, the substitute rate shall be twenty dollars ($20) per hour.

2. Effective September 1, 1987, all full-time faculty employed by the College for nonteaching duties shall receive, regardless of academic rank, thirteen dollars ($13) per hour.

3. Effective September 1, 1989, all full-time faculty employed by the College for nonteaching duties shall receive, regardless of academic rank, fourteen dollars ($14) per hour.

4. Effective September 1, 1990, all full-time faculty employed by the College for nonteaching duties shall receive, regardless of academic rank, fifteen dollars ($15) per hour.

ARTICLE XVII - APPOINTMENTS/PROBATION/SPECIAL TERM

A. 1. Faculty shall be appointed on a ten (10) month academic work year basis.

2. All full-time faculty shall serve a full three (3) academic year probation period as defined in Article XIII, Section A.

B. Full-time faculty members who have completed their probationary period shall not be terminated except pursuant to the provisions of Article XIII of this Agreement.

C. The salary of full-time faculty on ten (10) month academic work year appointment shall be paid biweekly in either twenty (20) or twenty-six (26) approximately equal payments. Such faculty shall have the option of selecting either twenty (20) or twenty-six (26) payments.

ARTICLE XVII - APPOINTMENTS/PROBATION/SPECIAL TERM

D. The termination of a probationary faculty member by nonrenewal of appointment or dismissal shall be in accordance with the following and such termination shall not be subject to the grievance/arbitration procedure.

1. Written notice of nonrenewal of appointment shall be given by May 1 of each academic year.

2. Such written notice shall state the reason(s) for the nonrenewal.

3. Dismissal of a probationary faculty member shall be upon thirty (30) calendar days' written notice or pay in lieu thereof.

E. Special-Term Appointments

The terms and conditions of this Collective Bargaining Agreement shall not apply to persons employed under special-term appointments except as indicated in Appendix A, Section J. Special-term appointments are given professional personnel for a specific period of time not to exceed one (1) year. Such employees shall hold the rank of Lecturer.

1. Included in this category are such professional employees as:

   a. Those persons past the mandatory retirement age.

   b. Those persons employed to temporarily fill positions vacated by the regular full-time faculty members on extended leave.

   c. Those persons employed as short-term substitutes for full-time faculty members.

   d. Those persons employed on a part-time irregular basis.

2. Persons employed under special-term appointments shall be provided with a written personnel contract agreement setting forth the terms and conditions of such employment.

ARTICLE XVIII - ANNUAL SALARY NOTICE

A. Each full-time faculty member shall be entitled to an annual salary notice setting forth his academic rank, annual salary, and his employment status. (See Appendix D for copy).

B. The College shall issue such notice by May 1 of each academic year, and they shall be signed and returned by individual faculty members by May 15 of each academic year. Each faculty member shall be given a receipt to substantiate that he had complied with these procedures.

C. Failure of a faculty member to return his signed annual salary notice by May 15 shall constitute voluntary termination.

ARTICLE XIX - PAYROLL DEDUCTIONS

If authorized by a faculty member, by unrevoked written assignment on file with the College, the College will execute deductions from the faculty member's wages for the following in accordance with procedures established by the College:

1. Government bonds
2. United Fund
3. Credit Union (Allentown Teacher's Credit Union)
4. Tax sheltered annuities and mutual funds
5. Others as mutually agreed upon

ARTICLE XX - NO STRIKE, NO LOCKOUT

A. The Association agrees that there shall be no strike, picketing, sit-down, slowdown, willful absence from assigned work station, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment during the life of this Agreement. The College agrees that no lockout against any or all of the employees shall take place during the life of this Agreement.

ARTICLE XX - NO STRIKE, NO LOCKOUT

B. Any faculty member who is instrumental in causing a strike during the life of this Agreement, whether or not officially authorized by the Association, shall be discharged with appeal or recourse only on the fact situation involved.

ARTICLE XXI - SEPARABILITY

A. In the event that any provision of this Agreement is or shall at any time be held to be contrary to law by a court of last resort of Pennsylvania or of the United States or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, that provision shall be null and void, but all other provisions of the Agreement shall continue in effect.

B. Implementation of the provisions of this Agreement are subject to the College having a sponsor-approved budget.

ARTICLE XXII - COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity set forth in the Agreement which represents the complete agreement of the parties. Neither party shall be obligated to negotiate concerning wages, hours, or conditions of employment during the term of this Agreement, except to "meet and discuss" pursuant to the provisions of Article XI - Meet & Discuss.

ARTICLE XXIII - SENIORITY

A. Seniority shall be on a collegewide basis and mean the length of full-time service (employment) with the College from the most recent date of employment. In the event two (2) or more faculty members have the same date of initial employment, the date the appointment was approved by the Board of Trustees shall be used to resolve the conflict. Should this fail to resolve the conflict, the length of employment with the College as a part-time professional employee prior to their appointment date shall be used.

B. Grant faculty seniority will not be collegewide. Act 101 grant faculty will have seniority relative to Act 101 grant positions. Handicapped grant faculty will have seniority relative to handicapped grant positions. Disadvantaged grant faculty will have seniority relative to disadvantaged grant positions.

C. 1. Professional employees who hold nonbargaining unit positions within the College shall retain accrued seniority earned through full-time service (employment) with the College prior to July 1, 1971. Such professional employees shall not accrue seniority after July 1, 1971, unless they were employed full-time in a bargaining unit position.

2. A faculty member after the effective date of this Agreement, who accepts a position with the College outside the bargaining unit shall retain all seniority accumulated prior to his leaving the bargaining unit for a period of four (4) years.

D. 1. Faculty shall accrue seniority while on leave of absence without pay provided that:

a. Such unpaid leave is authorized by the College.

b. Such unpaid leave does not exceed one (1) fiscal year within a five (5) year period which shall commence on the first day of the unpaid leave of absence.

2. A nonprobationary disabled faculty member on disability leave without pay shall accrue seniority in accordance with the following:

a. Seniority shall continue to accrue during the initial fiscal year or part thereof of the disability leave without pay.

b. Seniority shall continue to accrue only for the first year of the disability leave without pay.

ARTICLE XXIII - SENIORITY

E. The College shall provide the Association and Faculty with Divisional Seniority lists on or before November 1 of each year. Such lists shall include the date of initial employment or reemployment in the event the faculty member has resigned after initial employment and the date the Board of Trustees approved the faculty member's appointment. The faculty member's position on the seniority list shall be considered final unless their position has been changed from the previous list. The faculty member may only challenge the change in position by submitting such challenge in writing to the Association President and College within sixty (60) calendar days of the posting of the seniority list.

ARTICLE XXIV - MISCELLANEOUS

A. The College will prepare copies of this Agreement after its ratification and will present a copy with reasonable promptness to all faculty now employed or hereafter employed. The College will also supply to the Association ten (10) copies of this Agreement at no cost, plus more as needed at a reasonable cost.

B. The College shall make every effort not to schedule committee and/or divisional meetings during the first activities period of each month. Furthermore, the College, subject to departmental needs, will, upon request from nonteaching faculty members, grant such faculty member permission to attend all regular and special Association and Executive Committee meetings scheduled during the College's regular activity period. The maximum number of requests shall not exceed sixteen (16) in any one (1) academic year.

C. Faculty members may have pay checks mailed directly to their bank.

D. Notification of Vacancies

1. When a professional or administrative vacancy occurs, the College shall post a notice of said vacancy. Such notice shall state which position(s) are open, the required qualifications, how applications are to be made, and the time limit for filing of same. A vacancy shall not be filled for at least fifteen (15) calendar days from the date of the initial posting. For purposes of this provision, staff reorganizations shall not necessarily constitute a vacancy.

2. Faculty members who wish to apply for the vacancy shall do so in writing and state their qualifications for the position and shall file their applications within the prescribed time limit.

E. The College agrees to provide the Association with two (2) copies of its Policies and Procedures Manual each year at the beginning of the fiscal year and to notify the Association of proposed changes to Chapter III of the Policies and Procedures Manual at least twelve (12) calendar days prior to official action by the Board of Trustees and will provide written confirmation of the adoption of such proposals.

F. The College agrees to offer nonassigned classes, such as teaching overloads and summer school, as outlined in Appendix C.

G. It shall be the responsibility of Faculty to recommend textbook selections, course offerings and times in accordance with a time schedule set by their supervisor.

H. When the masculine pronoun is used in this Agreement, the same shall be deemed to include the female pronoun.

I. The College shall forward the name(s) and address(es) of newly hired faculty to the Association within a reasonable time.

J. The College shall provide each faculty member with a faculty report day schedule prior to the beginning of their academic or fiscal work year.

K. The Faculty Association shall appoint one (1) member to each of the College's Standing Committees.

L. The Association shall have the right to make presentations to the Board of Trustees in accordance with the Board's policy set forth in the College's Policies and Procedures Manual.

ARTICLE XXIV - MISCELLANEOUS

M. The College shall provide the academic attire for faculty required to attend the Spring Commencement exercise.

N. The College agrees to include the following in Chapter III of the Policies and Procedures Manual:

1. Section 3.601 - Eligibility for Promotion

   subparagraph b, -
   Full-time bargaining unit grant faculty are eligible for promotion. It is understood that all funding for promotion increases must come from the grant. Title change will be effective at the beginning of the next academic year. The promotion stipend will be included in the next grant application after the faculty member has been promoted and will take effect in the grant year it is approved by the grant agency.

2. Section 3.603 - Criteria for Promotion

   The number of times a candidate for promotion has been eligible for promotion but in fact not promoted.

3. Section 3.604 - Promotional Procedure

   subparagraph 1, -
   In determining the number of promotions to be authorized for the following year, the President shall take into account the number of faculty eligible for such promotions.

O. Faculty representatives on College Standing Committees shall be elected by their respective divisions. In the event any Division(s) fails to elect a sufficient number of faculty representatives, the President may appoint other faculty other than first-year faculty interested in serving on the Standing Committee(s).

P. The College and the Faculty Association will attempt to agree upon an early retirement plan. If agreement is not reached on or before January 1, 1990, the Association may reopen the contract for negotiations only with respect to an early retirement plan.

ARTICLE XXV - DURATION OF AGREEMENT

A. This agreement shall be in effect for the period starting the first academic workday of the 1988-89 academic year through and including the day immediately preceding the first academic workday of the 1991-92 academic year and shall continue automatically from year to year thereafter unless either party shall serve notice on the other of its desire to terminate, modify, or amend this Agreement. Such written notice shall be served no later than one hundred and seventy-two (172) calendar days prior to the College's budget submission date for the 1991-92 fiscal year so as to permit the parties to conform to the provisions of Article XIII, Public Employee Relations Act.

B. IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed and sealed the day and year first above written.

Lehigh County Community College

by _____
Spokesman, Negotiating Team

by _____
Member, Negotiating Team

by _____
Member, Negotiating Team

Lehigh County Community College Faculty Association, an affiliate of PAHE/NEA/PSEA/NEA

by _____
Spokesman, Negotiating Team

by _____
Member, Negotiating Team

by _____
Member, Negotiating Team

by _____
Member, Negotiating Team

by _____
Member, Negotiating Team

Ratified by the Lehigh County Community College Faculty Association Membership on 11-15-88.

_____
President
Lehigh County Community College
Faculty Association

Ratified by the Lehigh County Community College Board of Trustees on 11-17-88.

_____
Secretary
Lehigh County Community College
Board of Trustees

_____
Chairman
Lehigh County Community College
Board of Trustees

APPENDIX A

Retrenchment

When financial considerations, program curtailment or revision, elimination of courses or other similar reasons may require the layoff of a faculty member or his reduction from full-time to part-time employment status (hereinafter referred to as "Retrenchment"), the College shall notify the Association by December 1 of each year and the following rules shall apply:

A. If and when retrenchment is necessary, the College shall, to the extent practical, make plans to permit the process of attrition to be utilized to effect the required reduction in faculty.

B. When, in the opinion of the College, retrenchment becomes necessary and cannot be accomplished by attrition, the College shall so notify the affected faculty member(s) and the Association and offer to Meet and Discuss within the meaning of Section 702 of the Public Employee Relations Act (Act 195), the necessity for such retrenchment and its implications.

C. If after such a meeting, retrenchment is still deemed necessary by the College, the faculty member(s) to be laid off and/or reduced to part-time status will be determined in inverse order of their seniority.

D. Before retrenching a faculty member, the College shall make a reasonable effort to place him in another suitable position within the College for which he is qualified. If a faculty member has been scheduled for an approved sabbatical leave, he shall not be deprived of such leave because he is subject to being retrenched.

The College's efforts to find another position for a grant faculty member before retrenching them will be limited to positions within the grant faculty member's specific grant.

E. Faculty member(s) to be retrenched shall be given written notice in accordance with the following, and such retrenchment will become effective for the next academic year immediately following issuance of said notice.

1. Probationary faculty - March 1
2. Nonprobationary faculty - January 15
3. Grant faculty to be retrenched shall be given written notice within thirty (30) days after the college receives an approved grant from the granting agency which alters or eliminates the grant program.

F. The College's decision to retrench and the resulting layoff of faculty or reduction to part-time status shall not be subject to the grievance/ arbitration procedure by either the Association or the faculty member(s) so affected.

G. A retrenched faculty member may, in conformity with COBRA regulations, continue the health insurance benefits provided by the College at no cost to the College. Continuation of such insurance benefits is subject to limitations imposed by the carrier. Payment in full to the carrier for the purchase of such insurance benefits shall be made as required by the carrier. Continuation of life insurance shall be provided by the College at no cost to the College. Payment in full to the College for the purchase of life insurance shall be made on or before the date of retrenchment. For faculty on ten (10) month appointment, the effective date of retrenchment shall be the first day of the academic year in which the retrenchment is to occur. For faculty on twelve (12) month appointment the effective date of retrenchment shall be the first day of the fiscal year in which the retrenchment is to occur.

H. A faculty member who is retrenched from the College shall be placed on a preferred rehiring list for a period of three (3) years and shall retain all prior accrued rights up to the date placed on such list. Anything herein to the contrary notwithstanding, a faculty member on the preferred rehiring list shall not be entitled to any of the benefits provided by this Agreement while on such list except as specifically provided in Section (G) of this Article.

APPENDIX A

I. New faculty members will not be hired to fill a vacancy at the College for which a retrenched faculty member on the preferred rehiring list is qualified unless the vacancy first is offered, in writing by registered mail, to the last known address of such faculty on that list. (Recall of such retrenched faculty on the list shall be in reverse order of their placement thereon.) In the event a faculty member rejects, in writing, an offered position in accordance with the foregoing, or in the event he does not respond in writing within a period of thirty (30) calendar days, he shall be passed over, but he shall remain on the preferred rehiring list for the remainder of the above-mentioned three (3) year period. In the event a faculty member is recalled and accepts full-time employment with the College, on a permanent or special-term appointment, he shall receive the same rank and seniority as when retrenched and the following salary increases upon return:

Retrenchment Period	% of Salary Increases During Retrenchment Including the Year Returned
0-1 year	100%
1-2 years	90%
2-3 years	80%

J. Retrenched faculty recalled on full-time, special-term appointment shall be covered by the Collective Bargaining Agreement except for promotions, sabbaticals and notices of retrenchment.

K. A faculty member shall not be retrenched as the direct result of an Administrator's return to a position within the bargaining unit for the life of this agreement.

APPENDIX B

Faculty Evaluation

A special faculty evaluation committee shall be established and composed of three (3) administrators appointed by the College and seven (7) faculty members appointed by the Association. The College may designate the chairperson of the committee.

It shall be the responsibility of this committee to develop an evaluation procedure applicable to both teaching and nonteaching faculty.

Purpose and Objectives of Evaluation

The College and the Association agree that the following shall constitute the purpose and objectives of evaluation:

1. To develop a sense of responsibility and to provide a response to the demand for accountability imposed by the various constituencies of the college community, the most important of which is the student body.

2. To provide a means of improving instruction and service through direct assistance to individual faculty members.

3. To evaluate fairly all faculty members in an atmosphere free of threat in order to determine if inadequacies exist.

4. To provide a fair and effective means of removing from the staff those faculty members whose performance has been judged as inadequate and who, after receiving help and assistance, either refuse or fail to improve such performance.

5. To provide positive reinforcement and encouragement for those faculty members whose job performance has been judged as admirable.

APPENDIX C

Nonassigned Classes

1. The term "nonassigned" class refers to any classes including laboratory sections to which an instructor must be assigned for any reason including but not limited to (1) cases where the formerly designated instructor is absent because of a sabbatical, sick or disability leave, child-rearing leave, military leave, special leave, termination, death or resignation, or (2) for reasons unrelated to the absence of a formerly designated instructor such as the addition of another section of the same class. Nonassigned classes may total more or less than a full teaching load in any particular division.

2. The College Administration will determine whether nonassigned classes will be filled on a full-time basis or divided in accordance with Paragraph 4 below or cancelled. The College will Meet and Discuss with representatives of the Association concerning this decision if one or more qualified retrenched faculty members on the preferred hiring list under Appendix A are available to fill such nonassigned classes on a full-time basis.

3. If the nonassigned classes are to be filled on a full-time basis, the same will be filled in the following order:

   a. Qualified retrenched faculty members in the same division.

   b. Qualified retrenched faculty members from another division.

   c. Qualified new full-time faculty members including but not limited to those appointed on a Special-Term Basis.

4. If the nonassigned classes are to be divided, the same will be distributed in the following order:

   a. To qualified full-time faculty members to fill out a teaching load.

   b. To qualified full-time faculty members within the same division on an overload basis in accordance with the round-robin procedure established for each division.

   c. To qualified retrenched faculty members within the same division in accordance with the provisions of Appendix A.

   d. To qualified full-time faculty members from other divisions on an overload basis in accordance with the round-robin procedure established for each division.

   e. To qualified retrenched faculty members from other divisions in accordance with the provisions of Appendix A.

5. Faculty members offered classes must notify the appropriate Dean of their decisions as to the courses they will teach, including whether they will accept or reject nonassigned classes, at least two (2) weeks prior to the commencement of classes for the semester. In the event that an offer to teach a nonassigned class is made less than two (2) weeks prior to the commencement of classes, the appropriate Dean may require an immediate response from the faculty member if necessary to cover the open class. Decisions relative to teaching nonassigned classes during Summer Sessions must be communicated to the appropriate Dean at least three (3) working days prior to the commencement of the Summer Session.

6. In the event that a retrenched faculty member is offered and accepts nonassigned classes for a minimum of one (1) full semester on a full-time basis, he shall continue to accrue seniority even though he may be under the terms of a Special-Term Contract. In such event the period of the preferred rehiring list referred to in Appendix A(H) of the Collective Bargaining Agreement shall be extended for the period in which the retrenched faculty member teaches nonassigned classes on a full-time basis for a minimum of one (1) semester. For the purpose of this section, a semester shall consist of teaching eighty percent (80%) or more of the scheduled class meetings for those classes.

APPENDIX D

Annual Salary Notice

LEHIGH COUNTY COMMUNITY COLLEGE
2370 Main Street
Schnecksville, Pennsylvania 18078

ANNUAL SALARY NOTICE

___1st year probation ___2nd year probation ___3rd year probation ___nonprobationary
Employment Status

Month	Day	Year
Date		

Name _____

_____, _____
Academic Rank Subject Area

Annual Salary $_____

Appointment Year:_____

_____, _____
Employee's Signature Date

Faculty Member's copy _____

Received _____ by _____
Date

(Annual Salary Notices are issued in triplicate. After signing, bring all three (3) copies to the Personnel Office. One copy will be initialed and handed back to you as your receipt.)

PERM29-b

AGREEMENT

between

Westmoreland County
Community College
Professional Association

and

Westmoreland County
Community College

July 1,1988 to June 30,1993

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DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

A. College - The Westmoreland County Community College, its officers,its administrative staff, and its Board of Trustees.

B. Association - The Westmoreland County Community College Professional Association, an affiliate of PAHE/NFA, PSEA/NEA.

C. Teaching faculty - An employee whose responsibility is in-class instruction and being involved in appropriate committee assignments.

D. Professional - An employee who is primarily accountable for educational services and resources, within a defined area, program or function.

E. Para-Professional - An employee who is responsible for providing effective educational service/support within a defined area, program or function.

F. Counselor - Non-teaching faculty whose primary responsibility is to help students more effectively deal with issues related to their educational, vocational, social and personal development. This is usually done through confidential interviews with individuals or small groups, or secondarily through activities and programs.

G. Librarian - A non-teaching faculty member with professional training and experience in the area of Library Science working within the Library

H. P.L.R.B. - Pennsylvania Labor Relations Board.

I. Agreement - The collective bargaining agreement negotiated between the College and the Association.

J. President - The President of Westmoreland County Community College.

K. Board - The Board of Trustees of Westmoreland County Community College.

L. P.S.E.A. - Pennsylvania State Education Association.

M. "Meet and Discuss" - The use of the term in this Agreement shall be defined herein as it is defined and applied in Act 195.

N. Part-time Employee - Those employed who are eligible to instruct a maximum of eight (8) equivalent credit hours or non-teaching employees working less than 20 hours per week.

O. Temporary Employees - Temporary employees are those employees hired to fill unit vacancies and who shall be defined in accordance with the following:

1. Teaching Faculty - Those employed not greater than two (2) semesters.

2. Non-teaching - Those employed for a period not in excess of twelve (12) months.

All temporary employees shall be entitled to all benefits as stated in this agreement. Temporary employees shall be employed with no expectation of reappointment after the specified time limits. If a position continues to be filled beyond the time specified, the position shall become a unit position and shall be filled by a regular full-time employee.

P. Grant Employees — Grant or funded employees are those temporary employees. hired to fill vacant unit positions which are grant funded. Such employees are employed with no expecatation of continued employment. Grant funded employees shall be entitled to all benefits as stated in this agreement.

Q. Association Member - Those persons covered under this Agreement who are members of WCCCPA.

R. Area - A major administrative unit of the College which is supervised by a Dean.

S. Division - An administrative subunit of an AREA which contains a group of PROGRAMS and classes or an administrative subunit of an AREA which contains a group of support FUNCTIONS.

T. Program - A structured sequence of courses leading to a certificate, diploma, or associate degree.

U. Discipline - A group of courses organized within a branch of knowledge.

V. Function - A specific activity or service unit.

W."Day" is herein defined as a working day.

X. ECH (equivalent credit hour) An equivalent credit hour shall be defined as a common base to which lecture, laboratory, clinicals, practicums, and other related activities are related by a numerical factor.

WITNESSETH

Whereas, the "College" and the "Association" recognize that providing quality education and maintaining a high standard of academic excellence for the students in all facets of the College program are mutual goals.

It is the intent and purpose of the parties hereto to promote harmonious and cooperative relationships subject, however, to the paramount right of the public to keep inviolate the guarantees for their health, safety and welfare. Unresolved disputes between the College and Association are injurious to the public and both parties are therefore aware that adequate means must be established for minimizing them and providing for their resolution. The College and Association agree that this overall policy may be best accomplished by negotiating in good faith and entering into written agreements evidencing the result of such negotiations; and establishing procedures to provide for the protection of the rights of the College and its employees and to insure to the public orderly and uninterrupted services.

Now therefore, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I
RECOGNITION

A. The College, in accordance with certification by the Pennsylvania Labor Relations Board Case Number PERA-U-6784-W, hereby recognizes the "Association" as the exclusive representative for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment.

B. The unit deemed appropriate in the aforementioned certification is a subdivision of the employer unit comprised of all full-time employees whose primary responsibility is instruction or resources not of an administrative nature including: para-professionals, professionals, counselors, librarians, and faculty members.

ARTICLE II
RIGHTS OF THE COLLEGE

A. The College, at its discretion, possesses the right to manage all operations including the direction of employees covered herein and the right to plan, direct and control the operations of all facilities and property except as expressly modified by this Agreement.

B. As provided by Pennsylvania's Public Employee Relations Act No. 195, Section 702, matters of inherent managerial policy are reserved exclusively to the College. except as expressly modified by this Agreement.

C. Nothing herein shall be construed as a delegation or waiver of any obligations of the College or any administrator by virtue of any provision of applicable laws of the Commonwealth of Pennsylvania.

ARTICLE III
RIGHTS OF THE ASSOCIATION

A. Duly authorized representatives of the Association shall be permitted to transact official Association business on College property provided that at no such time shall business interfere with the normal operations of the College or responsibilities of the Association member. Upon 24-hour notice, requests for use of rooms shall be made with the President or his designee and will be made available to the Association within the limitations of normal College operations. At least one and three-quarters (1-3/4) consecutive hours per month between 8:00 a.m. - 5:00 p.m. shall be reserved for authorized Association meetings. An Association member will not be required to accept an assignment by the College during these hours.

B. The Association may post notices, pamphlets, and memoranda concerning Association business on bulletin boards in areas so designated by the College provided that such material is signed by the Association president or his designee, dated and clearly identified as to source. No such material shall be posted which is profane, obscene, or defamatory of the College or its representatives or to any individual nor constitute election campaign material. The Association shall also have the right to use the College's official interoffice mail service for distribution of its official communiques.

C. The Association shall have access to College equipment (i.e., typewriters, duplicating equipment, calculators, and audio visual equipment) provided such equipment is not otherwise in use and provided further that such use is restricted solely to the College campus. The Association agrees to fully reimburse the College for the cost of expendable materials used. The Association shall inform the Director of Human Resources of the use of any expendable supplies and reimburse for the cost of these supplies.

D. The President of the College or his designated representative shall be available to meet with designated representatives of the Association at mutually convenient times upon reasonable notice.

E. Whenever any representative of the Association is mutually scheduled by the Association and the College to participate in any meeting during working hours, he shall suffer no loss of pay nor be expected to compensate, in any way, for the time spent in such activities.

F. Upon request, a duly authorized representative of the Association shall be given a place on the agenda at formal College wide orientations for employees.

G. The College will provide an office for the Association President which shall be private and include an "inside" telephone extension. The Association may have its own "outside" telephone line which shall be installed, maintained, and used at the expense of the Association.

H. Upon written request, the Association President or his designee shall be afforded the opportunity to have a place on the agenda of any public Board meetings. The request shall be submitted to the office of the President at least ten (10) days before the meeting of the Board, and shall indicate the subject(s) to be presented.

I. The Association President or the officially designated Association delegate shall, upon two (2) days' advance written notice (except in case of emergency) be granted up to six (6) days per calendar year to attend special meetings and/or conventions of the State and National affiliates of the local Association, or to complete Association business.

Requests for such leave must be submitted to the office of the College President who shall authorize same. It shall be the responsibility of the individual granted such leave to arrange with the respective Dean for coverage of necessary work during his/her absence. The Association member covering such work shall be compensated by the College according to the overload rate as defined in Article XI, Subsection C. If no person(s) can be found to cover the necessary work, the individual shall still be granted such leave.

J. Whenever a person in a unit position is scheduled to meet with the College on a matter which, in his opinion, could adversely affect his employment, said employee may, at his discretion, have an Association representative present at such meeting. The scheduling of such meeting shall be at a mutually agreeable time and shall not interfere with the normal teaching and/or other responsibilities of the said person or the Association representative.

K. The College shall grant the Association President a three (3) credit overload per semester to handle necessary Association business. Also, the College shall not assign advisees to the President of the Association and shall relieve him from committee and registration assignments.

L. Search Committee - Whenever an administrative vacancy or new administrative position occurs within the instructional area which has supervisory and/or evaluative responsibilities, the College shall establish a search committee to select qualified applicants for interview. The search committee shall be comprised of representatives from the Association appointed by the Association president. Administrative representatives shall be appointed by the College, with the committee chairperson appointed by the President of the College after consultation with the president of the Association. After interviewing the selected applicants, the committee shall forward the names of acceptable candidates to the appropriate administrator. If any candidates are deemed unacceptable, the reasons will be given in writing.

M. The College shall supply the Association with a list of all part-time instructors and what they teach by the third week of each semester.

N. The College shall share with the Association any public information on professional staffing and financial reports.

0. Ratification of agreements shall be between the Board of Trustees and Association members only.

P. Counselors will not be required to impose disciplinary action on any student.

Q. Counselors and librarians shall have full faculty status with all the rights, privileges and responsibilties pertaining thereto.

R. Not withstanding the fact that para-professionals and professionals do not have faculty status, they shall enjoy all other applicable benefits and entitlements under this agreement.

S. Association members shall not be required to perform custodial work.

T. An Association member shall be able to undertake part-time outside employment provided such employment and its attendant responsibilities does not interfere with the member's performance of his duties at the College.

ARTICLE IV
ACADEMIC FREEDOM

A. An Association member is entitled to full freedom in research and in publication of the results, subject to the adequate performance of his other duties; research or employment for pecuniary return, requiring the use of College facilities or resources, shall be based upon a written understanding with the President of the College.

B. An Association member is entitled to freedom in choosing his methodology, discussing his subject, presenting his subject and evaluating his students.

C. An Association member is a citizen, a member of a learned profession, and a representative of an educational institution. When he speaks or writes as a citizen, he shall be free from College censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational representative, he should remember that the public may judge his profession and his College by his utterances. Hence, he should, at all times, be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not a spokesman of the College.

D. 1. Individual faculty members shall have the freedom to select textbooks and other teaching materials for their classes. In multiple section courses, all full-time faculty members who normally teach such courses shall agree to the primary textbook(s) to be used by all faculty teaching the course.

2. There shall be no censorship of Learning Resource material.

3. No Association member shall be denied access to student records necessary for legitimate educational purposes.

E. Since certain aspects of the information obtained by an Association member in the course of his work can be considered privileged, no employee shall be required to disclose such information unless he deems it to be in the best interest of his student or his profession. The College will immediately advise the employee of any effort, by action of law or otherwise, to secure records or other information obtained by the Association member. In no event shall the College exercise any disciplinary action against an employee because of his assertion of privilege with regard to information under his control.

F. Only teaching faculty members can assign grades. No student's grade may be altered without the approval of the faculty member giving the grade.

ARTICLE V
ASSOCIATION SECURITY - DUES CHECK-OFF

A. Each employee who, on the effective date of this Agreement, is a member of the Association, and each employee who becomes a member after that date shall, as a condition of continued employment, maintain his membership in the Association, provided that such employee may resign from the Association during a period of fifteen (15) days prior to the expiration of this agreement or any renewal or extension thereof, by notifying both the College and the Association by certified mail of his desire to terminate his membership. The payment of dues while a member shall be a requisite employment condition under this article.

B. The College shall deduct Association PSEA/NEA dues and PACE contributions from the pay of Association members covered by this contract upon receipt from the Association of individual written authorization cards executed by an employee for that purpose and bearing his signature, provided that...

1. An Association Member shall have the right to revoke such authorization by giving written notice to the College fifteen (15) days prior to the expiration date of this agreement and the authorization card shall state clearly on its face the right of the employee to revoke during this period.

2. The College's obligation to make deductions shall terminate automatically upon timely receipt of revocation by the Association member of authorization or upon termination of employment or promotion or transfer to a position outside the bargaining unit.

C. Deductions shall be made during the appropriate pay periods of each month. However, Association members may pay all membership dues of the Association and of PACE in two (2) equal payments on October 15 and January 15 of each year that the Agreement is in effect. If this method of payment is elected, the College shall be advised by September 15 of each academic year and the records shall so indicate the method elected. The written authorization form to be used by the employee is attached as Exhibit "E".

D. All deductions shall be transmitted to the Association no later than the fifteenth (15th) day following the end of the pay period in which the deduction is made, and, upon receipt, the Association shall assume full responsibility for the disposition of all funds deducted.

E. The Association shall indemnify and hold the College harmless against any and all claims, suits, orders or judgments which may arise out of the implementation of the dues deduction obligation under this article.

ARTICLE VI
EMPLOYMENT CONTRACT

A. Before an appointment by the College becomes effective, an Association member's contract must be signed by the appointee and the President or Director of Human Resources. The terms and conditions of every full-time appointment will be consistent with this agreement.

B. Except for the initial contract, all subsequent notices of renewal shall be issued to the Association member no later than March 15 to be returned to the office of the President or Director of Human Resources no later than April 15, signed by the President or Director of Human Resources, and returned to the employee no later than May 1.

ARTICLE VII
APPOINTMENTS AND RENEWALS

A. In the event the President approves the filling of an opening that is declared a unit position, all qualified candidates shall be subject first to the consideration of a search committee comprised of the appropriate division chair/director and Association members approved by the Association president. The Committee shall elect a chairperson,and having interviewed the selected applicants, shall forward the names of recommended applicants to the division chairperson/director. If any applicants are deemed unacceptable, the reasons will be given in writing.Final decisions with respect to the appointment of any new employees shall be made by the Board.

B. There shall be a probationary period of three (3) full academic years at the College for each Association member hired. If a probationary employee is not to be reappointed, he shall be advised as early as possible, however,in no event later than March 15. While in probationary status, an Association member shall not be denied renewal without just cause stated in writing. If the non-renewal is questioned,the matter shall be processed through the grievance procedure(Article XXV)provided, however, the final step of this type of grievance shall be the last step of the grievance procedure before arbitration.

C. Upon appointment every full-time faculty member holding rank shall receive an employment contract setting forth his academic rank, salary, term of employment, discipline and employment status. All professionals and para-professionals shall receive upon appointment an employment contract setting forth salary, term of employment, job description, and job title.

D A non-probationary Association member shall not be denied renewal, shall not be discharged, dismissed, disciplined, suspended, reduced in rank or compensation, transferred, reassigned, or deprived of any provision of this contract without just cause which shall be stated in writing. If the just cause is questioned by the Association member, the matter will be processed through the Grievance Procedure, Article XXIX, up to and including Binding Arbitration. All information forming the basis for any of the actions listed above shall be made available to the member and the Association.

E. An Association member shall be assigned faculty rank in accordance with the provisions and standards set forth in Exhibit "B", Faculty Rank, attached hereto and made a part hereof.

ARTICLE VIII
EVALUATION / PROMOTION PROCEDURE

A. The document entitled Faculty Evaluation "Exhibit C " will remain in effect throughout the duration of this agreement. Any changes or amendments will be made upon mutual consent of the College and the Association.

B The current Promotion Procedures "Exhibit D" adopted in Academic Year 1986-87 will remain in effect throughout the duration of this agreement. Any changes or amendments will be made upon mutual agreement of the College and the Association.

ARTICLE IX
WORKLOAD

A. A faculty member's teaching assignment shall be determined by the President or his designee. The faculty load shall not exceed a maximum of thirty (30) ECH for the academic year, and shall consist of a maximum of seventeen (17) ECH in any semester. An overload may be assigned provided one-half or more is necessary to meet the normal load of fifteen (15) ECH.

An ECH (Equivalent Credit Hour) shall be defined as a common base to which lecture, laboratory, clinicals, practicums, and other related activities are related by a numerical factor assigned to each activity in Table I.

New courses shall be covered by this agreement. After consultation with the affected faculty member and the Association president, a determination by the College will be made as to the numerical factor assigned each activity.

B. A faculty load may consist of up to three preparations. Any teaching schedule which violates the maximum of three preparations shall be reimbursed at one (1) ECH. If it is necessary to assign a faculty member to teach a laboratory part of a course which is distinct from the rest of the course and they are not assigned the total course, then this laboratory assignment shall be counted as preparation for load purposes. If a faculty member is teaching two or more classes simultaneously, the combination shall be counted as one preparation.

C. The College reserves the exclusive right to determine maximum class size for each credit course offered by the College. Prior to finalizing maximum class size in any academic year, the College shall "meet and discuss" with the affected faculty member(s) first, then with the representative of the Association upon request. Faculty members may accept or reject in writing, at their discretion, any number of students assigned in excess of the maximum class size as determined by the College. The term "meet and discuss" as used in this sub-section shall be deemed to have the same meaning and effect as it is defined and applied under Act 195. If a new course is instituted by the College, the College shall "meet and discuss" class size with the affected faculty member and the Association prior to determining the maximum class size for such course(s).

D. OFFICE HOURS

Faculty members shall maintain a minimum of five (5) hours per week on no fewer than two (2) different days and will attempt to schedule office hours at such time as will accommodate the needs of their students. The schedule of office hours for each faculty member shall be posted in such a manner so as to be easily observed by students. Any faculty member who is required to attend a scheduled college meeting or attend to Association business during his scheduled, posted office hours shall not receive a negative evaluation, a loss of pay, an unfavorable personnel action, or any disciplinary action as a result of said attendance.

E. STUDENT ADVISING

Student advising shall be a part of the normal work load of the faculty. Faculty members shall be available to advise students during their posted office hours. Advisees shall be assigned by the Director of Student Development after consultation with the appropriate Division chair.

ACTIVITY CONVERSION FACTORS

TABLE I

This table includes those labs, clinicals, etc. activities for which the instructor is scheduled with the students the total activity time.

All hours designated in the catalog as lecture shall be assigned a conversion factor of 1.0 ECH for each hour of lecture.

COURSE/PROGRAM	.6 ECH/HR	.72 ECH/HR	OTHER ACTIVITIES
ART	LAB		
BIO		LAB	
CHM		LAB	
CHC			
CPT	LAB		
DIE	LAB		
DFT	LAB		
ELC		LAB	
EGR	LAB		
FSM	LAB		
GEC	CLINICAL	CAMPUS	
		LAB	
GRA	LAB		
HAC	LAB		
HFR	LAB		
MED	LAB		
MET		LAB	
MLT	CLINICAL		
NST	LAB		
NUR	CLINICAL	CAMPUS	PLANNING/ASSIGN/MASTER EVAL.
	LAB		2 ECH/SEM
PHY		LAB	
SEC	LAB	CENTER	
WEL	LAB		

TABLE 2

FSM 121	
FSM 122	
FSM 123	2 ECH PER COURSE
FSM 124	
FSM 125	
FSM 126	

ARTICLE X
SCHEDULING

A. Hours of Work, Teaching

1. The academic work weeks shall consist of no more than five (5) days in a pre-established teaching and committee/meeting schedule to complete teaching load requirements set forth in Article IX. The individual daily credit and contact hours schedules shall be comprised of no more than ten (10) consecutive hours, exclusive of overload. All meeting responsibilities over and above this ten (10) hour limit shall be on a voluntary basis. The academic work day is defined herein as from 8:00 a.m. to 10:15 p.m., inclusive. The academic work week shall be defined herein as Monday through Saturday, inclusive.

2. During the regular academic terms, unless faculty members are scheduled for classes, office hours, workshops or meetings as specified in Article X.A6 of this agreement, they shall not be required to be present on the campus or work station. Should necessary College meetings or other responsibilities, as specified in this agreement, require a faculty member's presence on campus, two (2) College days' advance notice of such required presence must be given.

3. Exclusive of overload, there shall be at least eleven and one-half (11 1/2) hours between the end of the last class or lab and/or scheduled meeting of the day and the beginning of the first class or lab and/or scheduled meeting of the next day. Any teaching schedule which violates the limits of 10-hour day or eleven and one-half (11 1/2) hours between days shall be reimbursed at one (1) ECH for each violation extended beyond fifteen (15) minutes.

4. Scheduling of course offerings and hours shall be prepared by the division chair in cooperation with division faculty prior to schedules being sent to the Dean of Instructional Services for final approval.

5. The division chair shall meet with faculty to review selection and assignment of courses. Teaching faculty shall know their tentative teaching schedules, including number of overloads, four (4) weeks prior to the opening of any semester or session. Any changes to the tentative teaching schedule will be discussed with faculty.

6. The work schedule of each full-time faculty member will have provided therein a maximum of one and three-fourth (1-3/4) consecutive hours,one (1) day per week for purposes of attending division meetings and convocations as called by the President. No such meetings shall conflict with the teaching schedules of those faculty members required to attend such meetings. Such meetings shall adjourn by 5:00 p.m. on any given day. This stipulation does not apply to emergency meetings called by the President.

7. If a faculty member is unable to meet with his regularly scheduled class, the office of the appropriate instructional division shall be notified at the earliest possible time.

8. A faculty member has a right to refuse a substitute teaching assignment unless he is not carrying a full load or its equivalent;and in that case, he may only be assigned in an area in which he is qualified.

9. For administrative purposes, all full-time teaching faculty shall be assigned to one (1) instructional division. Teaching faculty, however, may teach in any academic area of the College with the expressed approval of the College and the individual faculty member.

10. Whenever a course is cancelled, full-time faculty shall have first preference of filling their schedules, including overloads, up to the end of the first week of classes.

B. Campus Assignments

1. No faculty member shall be assigned to more than two (2) locations as part of his regular load in any one (1) semester, one of which shall include the Youngwood location. Two (2) hours of travel time between such locations within the work day as defined in sub-section A hereof shall be allowed for any such assignments, except for nursing personnel traveling to and from their hospital assignment to the main campus. They shall receive one (1) hour travel time.

2. Any travel authorization between locations on the same day shall be reimbursed in accordance with Article XIII hereof.

3. Assignments to any location shall be governed by seniority of Association members within the discipline required at any such location.

C. Attendance at College Functions

1. Association members' attendance at all official College functions except graduation and orientation shall be voluntary.

2. An Association member attending authorized functions for which academic attire is required shall have said attire furnished and paid for by the College.

3. Travel allowances for authorized off-campus functions shall be reimbursed in accordance with Article XIII hereof, Travel Allowances.

4. Para-professionals and professionals who are required to attend graduation shall receive compensation or compensatory time as agreed upon mutually with their respective supervisors.

D. SCHEDULING
(Non-Teaching)

1. Counselors, librarians, and professionals who accept a 12-month contract will receive twenty (20) days of vacation with pay, which will be credited at the rate of 12.5 hours per month.

2. Counselors, librarians, and professionals on academic-year contracts will receive fifteen (15) days of vacation with pay, which will be credited at the rate of 12.5 hours per month.

3. Para-professionals who accept 12-month contracts will receive vacation with pay in accordance with the following schedule:

Years of service	Vacation Days	Credited Hours/Month
1-5 Years	11	6.87
6	16	10.00
7	17	10.62
8	18	11.25
9	19	11.87
10	20	12.50

4. Para-professionals on academic-year contracts will receive vacation with pay in accordance with the following schedule:

Years of Service	Vacation Days	Credited Hours/Month
1-5 Years	8.25	6.88
6	12.00	10.00
7	12.75	10.62
8	13.50	11.25
9	14.25	11.88
10	15.00	12.50

5. Vacation may be taken at any time after credited; however, it must be approved by the Association member's immediate supervisor at least three (3) days prior to the vacation.
   a) Counselors, librarians, professionals, and para-professionals shall be permitted to carry over up to ten (10) unused vacation days from one fiscal year to the next.
   b) For the 1988-89 Fiscal Year only, counselors, librarians and professionals who have used some or all of their vacation days from the 1987-88 fiscal year and desire vacation in the first six (6) months of the 1988-89 fiscal year may borrow up to (10) vacation days, not to exceed the carry over limit.

6. Counselors and librarians shall be scheduled at their work station for no more than thirty-five (35) hours per week (excluding lunch) within a 5-day period. It is recognized that said employees may be averaging two and one-half (2-1/2) hours per week in committee assignments and other campus responsibilities in addition to the aforesaid thirty-five (35) hours per week.

7. Para-professionals and professionals shall be required to work thirty-seven and one-half (37-1/2) hours per week (excluding lunch) at their respective work stations. Work schedules will be subject to the needs of the college, and work assignments shall be determined by the respective supervisor in consultation with said professionals and para-professionals.

8. Non-teaching Association members shall receive two (2) weeks' advance notice of any schedule change prior to its implementation.

9. Overtime — Counselors, librarians, professionals and para-professionals who are authorized to work in excess of seven and one-half (7-1/2) hours in any one (1) day, or thirty-five(35) hours or thirty-seven and one-half (37-1/2) hours in any one (1) week shall be compensated at the rate of time and one-half (1-1/2) their regular hourly rate for all such hours worked. Overtime hours shall not be pyramided.

10. Counselors, librarians, professionals and para-professional may be offered overload teaching assignments by divisions or areas in disciplines for which they are qualified after all full-time instructional faculty have completed their full-time, overload, and summer schedules.

11. Counselors shall be assigned to the Student Affairs Division.

ARTICLE XI
SALARIES - OVERLOAD

A. Salaries for Association Members

The salaries payable to Association members during the term of this agreement are fully set forth in Exhibit "A" attached hereto and made a part hereof. Salaries payable to counselors and librarians on twelve-month contracts shall be 1.25 of the faculty pay schedule.

B. Pay Periods

Association members shall be paid bi-weekly. The annual salary shall be paid over either a nine (9) month period with eighteen (18) checks or a twelve (12) month period with twenty-six (26) checks. At the end of the academic year, a faculty member may request, in writing, a lump sum payment of the balance of the contractual salary due. All payroll deductions shall be distributed equally over all pay periods.

C. Overload - Summer Assignments

1. All overload and summer teaching shall be paid at the following rates:

$445 per ECH	1988-89 Fiscal Year
$470 per ECH	1989-90 Fiscal Year
$495 per ECH	1990-91 Fiscal Year
$520 per ECH	1991-92 Fiscal Year
$545 per ECH	1992-93 Fiscal Year

2. Authorized work other than a teaching assignment as defined in this agreement shall be compensated at the following rates:

$14.50 per hour	1988-89 Academic Year
$15.50 per hour	1989-90 Academic Year
$16.50 per hour	1990-91 Academic Year
$17.50 per hour	1991-92 Academic Year
$18.50 per hour	1992-93 Academic Year

3. Counselors and librarians not on a twelve-month contract shall be paid their respective daily rate for non-teaching summer work.The daily rate shall be calculated as follows: (nine-month-salary times .25) divided by 65.
4. Professionals and para-professionals not on a twelve-month contract shall be paid their respective daily rate for non-teaching summer work.The daily rate shall be calculated as follows: (12-month salary divided by 261).
5. Overload payments shall be paid in equal payments during each academic semester.

D. Extra Pay Supplements

1.	Course Development	1 ECH/3 Credit Course
2.	Program Development	3 ECH /Program
3.	Co-op,Dir. Practice, Internship	.2 ECH/Student
4.	Independent Study, Honors Mentor Portfolio Development	.2 ECH/Student
5.	Directed Study	1 ECH + .2 ECH/Student
6.	Portfolio Evaluation	.1 ECH/Student
7.	Honors Seminar Coordinator	.5 ECH
8.	Substitute Pay Rate	18.50/hr. for 1988-89 19.50/hr. for 1989-90 20.50/hr. for 1990-91 21.50/hr. for 1991-92 22.50/hr. for 1992-93

ARTICLE XII
SUMMER, OVERLOAD, AND EXTRA PAY ASSIGNMENTS

A. TEACHING

1. Overload teaching assignments will be made on the basis of the following criteria:

   a. The faculty member's academic qualifications to teach the specific course;

   b. Of those qualified in (a) above, according to seniority (length of teaching service at Westmoreland County Community College);

   c. Of those qualified in (a) above, a rotation system will be established according to the criteria in (b) above, whereby no faculty member will receive a second overload assignment until all qualified members have been contacted. In addition, no faculty members shall be given an overload assignment until all qualified full-time faculty members have a full-time teaching load.

2. All authorized courses or extra-pay assignments required by the College must first be offered to qualified full-time teaching faculty to instruct such courses or as overload up to a maximum of two (2) complete courses or eight (8) credit hours per semester. Further, the College shall not assign any overload to a faculty member who accepts a non-instructional work assignment in any semester except by mutual consent between the College and the Association. This stipulation does not apply to a faculty member whose work load is less than 15 ECH.

B. Summer Employment

Summer term teaching assignments shall be made on a rotation basis among the qualified full-time faculty at the divisional, discipline, or program level.

1. The criteria for determining individual summer term assignments will be the same as those referred to in Subsection A .

2. Summer term teaching assignments shall not exceed twelve (12) ECH per six-week session; or twenty-four (24) ECH per twelve-week session or six-week/twelve-week combination.

3. Summer term shall encompass the period between the end of the spring semester and the start of the fall semester as indicated in the College calendar.

C. Non-teaching

Counselors, Librarians, and Professionals shall be offered any available non-teaching summer term assignments on a rotation basis if not on a twelve (12) month contract.

ARTICLE XIII
TRAVEL ALLOWANCE - FIELD TRIPS AND CONFERENCES

A. Association members who use their personal vehicles for authorized College business shall be granted a mileage allowance in accordance with the IRS maximum. If this be discontinued by the IRS, the parties shall renegotiate another standard.

B. In the event the President or his designee authorizes an off-campus meeting between the hours of 11:00 a.m. and 2:00 p.m. or between 4:00 p.m. and 7:00 p.m., an Association member shall be reimbursed for meals. Meals require a receipt or other accounting.

C. In the event authorized College business necessitates overnight travel, Association members shall be reimbursed for normal travel, lodging, meals, and other approved expenses upon submission of receipts.

D. Any requests for travel, and expenses incurred in such travel, shall be as follows:

1. The Association member shall file a pre-approval request with the appropriate dean, director or other agent of the College.
2. The request submitted shall be acted upon within five (5) days after submission, either accepting or rejecting said request.
3. The Association member then may submit the approved request to the Accounting Office for pre-payment. Pre-payment shall be 75% of the total requested, and shall be given no later than three (3) days prior to departure.
4. Final payment, if necessary, shall be made upon submission of receipts. This payment shall be made within five (5) days after submission of receipts or the next pay, whichever occurs first.

E. The College shall reimburse faculty members for all expenses incurred on any authorized field trip or relocation of classes. Said expenses will be reimbursed in accordance with this Article.

ARTICLE XIV
RETIREMENT

A. The College shall continue to pay the retirement contribution and provide the employee with the retirement options contained in State law.

B. The TIAA-CREF contribution rates for each Association member participatiing in the TIAA-CREF retirement program will be as follows:

seven and one-half percent (7 1/2%) of total salary	1988-89 fiscal year
seven and one-half percent (7 1/2%) of total salary	1989-90 fiscal year
seven and one-half percent (7 1/2%) of total salary	1990-91 fiscal year
seven and one-half percent (7 1/2%) of total salary	1991-92 fiscal year
eight percent (8%) of total salary	1992-93 fiscal year

C. An employee who reaches age 70 shall be subject to be retired at the discretion of the Board of Trustees and will be notified by March 15 of the current academic year for any succeeding academic year.

ARTICLE XV
LEAVES OF ABSENCE

A. Childbirth Leave.

1. A pregnant Association member shall be granted childbirth leave for the period of pregnancy as certified by her attending physician.
2. A pregnant Association member shall submit written notification to her immediate supervisor of the anticipated duration of the childbirth leave, at least one (1) month in advance, if possible, of the commencement of the leave period. .
3. A pregnant Association member shall not be required to leave prior to the childbirth unless she can no longer satisfactorily perform the duties of her position.
4. Every Association member shall have the right to return to the same position she held before going on childbirth leave or to an equivalent position for which she is qualified.
5. An Association member shall be entitled to use accrued sick leave for the period she is unable to work, for medical reasons as certified by a physician. All other periods of leave related to childbirth leave shall be leave without pay. Unused sick leave shall be carried over until her return.
6. Upon return from childbirth leave, an Association member shall retain all seniority and pension rights to which she would have been entitled had she been in the regular service of the college.

B. Childrearing Leave.

1. The Association member shall be granted child rearing leave up to twelve (12) months without pay or benefit upon written request.
2. Unused sick leave may not be used but shall be carried over until their return.
3. Upon return from childrearing leave, an Association member shall retain all seniority and pension rights that had accrued up to the time of the leave, but these rights shall not accrue during the period of the leave.

C. Personal Leave.

Each Association member shall be entitled to two (2) personal days per year for personal reasons, which may accumulate up to a maximum of four (4) days. Requests for such leave must be submitted twenty-four (24) hours in advance, except in the case of an emergency. Such leave may be taken one (1) day at a time if desired. Unused personal leave days remaining in excess of the maximum of four (4) at the end of any academic year shall be added to the employee's unused accumulated sick leave total in the immediately following academic year.

D. Sick Leave.

1. Association members covered herein shall be credited with twenty (20) days of sick leave each year. Unused sick leave shall accumulate without a maximum number being imposed.

2. Charges against sick leave credits shall be made only when absence for illness occurs on a scheduled academic work day. Sick leave credits shall not accrue during periods of leave without pay.

3. Proof of illness in the form of a medical certificate may be required if an Association member is absent from assignments or duties for three (3) or more consecutive days.

4. Charges against sick leave will not be made for work-related disabilities.

5. Accumulated sick leave credits may be used by faculty members who are employed during the summer session.

6. Overload shall be included in the calculation of sick leave and/or personal leave.

7. The College shall notify the employee of sick leave accumulation once each year in July.

E. Work Related Disability

An Association member who sustains a work-related injury, as a result of which he is disabled, shall receive a disability payment which shall be the difference between the monies to which he may be entitled under Workmen's Compensation, Social Security, or other applicable disability benefits and his full salary, for a period of one (1) year or for the duration of his disability, whichever period is the shorter; unrelated payments to the Association member in the calculation are excluded here from. This payment shall be made only for periods during which the Association member would have been paid under his normal contract. Sick leave may be taken at the expiration of one (1) year to the extent of the Association member's accumulation if the disability continues. Sick leave, however, shall not accrue during the period of the disability payment. No credit for continuous service or for sabbatical leaves shall be given for an academic term during which absences due to the disability constitute more than fifty percent (50%) thereof.

F. Sabbatical Leave

1. An Association member who has completed five (5) years of continuous service shall be eligible for a leave of absence with pay and benefits. One (1) sabbatical leave of absence shall be allowed for each additional five (5) years of completed continuous service.

2. Applications for such sabbatical leave are to be made in writing by October 1 of the preceding academic year. The applications shall be submitted to a committee of the bargaining unit, who shall recommend to the President those eligible for sabbatical leave. The College shall post the names of those granted the sabbaticals by December 1.

3. A sabbatical leave may be taken for any or all of the following reasons:

   a. Advanced Study;
   Association members utilizing sabbatical leave for advanced study shall be required to submit a description of the courses to be taken, as well as the identity of the educational institution as part of their application. Upon request, the association member shall provide evidence that the courses were completed.

   b. Educational Travel;
   Association members utilizing sabbatical leave for educational travel shall be required to submit an itinerary as part of their application. Upon return, the Association member shall provide verification that the itinerary was followed.

   c. Research and/or Publication;
   Association members utilizing sabbatical leave for research and/or publication shall be required to submit a description of the proposed research and/or publication as part of their application. Upon return, copies of the research or publication shall be provided to the College.

   d. Restoration of Health;
   Association members utilizing sabbatical leave for restoration of health shall be required to submit a physician's certificate as to the nature of the disability as part of their application.

e. Retraining

When the College issues a retrenchment notice, the College shall make available a sabbatical leave for retraining purposes. The sabbatical leave, when granted, shall be granted within the agreed upon sabbatical leave allocation for each year. The sabbatical leave, when granted, shall be designed to prepare the affected faculty member(s) for an existing or vacant unit or non-unit full-time position or to meet a program need.

(1) The affected faculty member(s) shall notify the College in writing of his desire to apply for a sabbatical and participate in the retraining program under the sabbatical leave provisions. It is understood, however, that a retraining sabbatical may be offered to a unit member with less than the five (5) year eligibility requirement. When approved by the College, the prescribed course(s) of study determined necessary to qualify for a vacant unit or non-unit full-time position or to meet a program need will be defined.

(a) The College may grant up to twelve (12) months to the affected faculty member(s) to complete a retraining program.

(b) Any faculty member failing to complete the retraining requirements as agreed upon in the individual retraining prescription(s) written by the College shall be terminated before the start of the next academic year. However, in the event of illness or other good reason, the above retraining sabbatical may be extended for a reasonable period of time at the discretion of the Board.

(c) The College shall maintain the right to specify conditions for the retraining sabbatical, including where the retraining will occur.

(2) Upon an offer by the College to implement retraining, the following condition must be met: The full-time faculty member(s) affected by the retrenchment notice must accept, in writing, the prescription set forth by the College.

(3) In the event the College limits the number of retraining openings available, retraining shall be offered on the basis of seniority among those being retrenched.

(4) Implementation procedure for retraining:

(a) Applications for retraining by the interested faculty member(s) should be made to the Dean of Instructional Services or his/her designee within fifteen (15) calendar days of receiving a retrenchment notice.

(b) Upon the receipt of the application, the Dean of Instructional Services will consult with the appropriate division chair to evaluate the applicant's qualifications and suggest a course of study.

(c) Part-time or overload teaching shall not be permitted for those persons receiving a retraining sabbatical.

(d) The position for which the faculty member has retrained may involve a reduction in salary.

(5) It is understood and agreed that a faculty member shall only be eligible to apply for one (1) retraining sabbatical.

4. An affirmation in good faith of an intention to return to the College for at least one (1) year following such leave shall be included with the application for the leave; and before any leave is granted under this Section, the Association member shall agree in writing that, in the event he fails to return to service at the expiration of such leave and to serve the College for a one (1) year period, he shall refund all salary paid him during such sabbatical leave, unless the Association member is unable to return to employment at the College because of a physical or mental disability. Any such physical or mental disability shall require a written verification to the College by the employee's personal physician. In addition, the College will also designate a physician to ascertain if said Association member's physical or mental disability is, in fact, preventing his return to employment. Upon expiration of a sabbatical, by consent of the Board, the requirement that the Association member on leave of absence shall return to the service of the College may be waived.

5. During such leave, the Association member will receive his full salary if the leave is for one (1) semester, or one-half (1/2) of his academic year salary if the leave is for two (2) semesters. The College shall grant at least two (2) sabbatical leaves in any academic year.

6. Upon return from sabbatical leave, the Association member shall be placed in his prior position with all accrued benefits and increments to which he would have been entitled had he been in the regular service of the College, and these rights shall accrue during the period of the leave.

G. Professional Leave

Association members shall, subject to the approval of the President or his designee, be granted professional leave with pay to attend professional conferences, participate in training courses and sessions that are related to their work and engage in other similar job-related activities. If said leave is denied, the reasons for said denial shall be set forth in writing to the affected employee within twenty (20) days of the submission of the request. Upon return the Association member will be placed in his prior position, with all accrued benefits and increments to which he would have been entitled had he been in the regular service of the College.

H. Miscellaneous Leave Without Pay

Association members may be granted leave without pay or benefit at the sole discretion of the Board for any reason and period of time that may be authorized by the Board. The Board shall act on requests for leave within twenty (20) days of submission and if denied, shall state the reasons in writing. During said unpaid leave, the Association member, at his sole expense, may maintain his applicable fringe benefits at the group rate. Upon return the Association member will be placed in his prior position, with all accrued benefits and increments to which he would have been entitled had he been in the regular service of the College.

I. Bereavement Leave.

1. When an Association member is absent from duty because of death of spouse or child, there shall be no deduction in salary or benefits for any absence not in excess of five (5) days. There will be no deduction in salary in excess of four (4) days in the case of death in the immediate family. Members of the same household and/or claimed as dependents for IRS purposes shall be defined as: parent, parent-in-law, brother, sister, or near relative.

2. An Association member shall be granted up to two (2) days bereavement leave for the death of a near relative. A near relative shall be defined as: grandparent, grandchild, son-in-law, daughter-in-law, brother-in- law, sister-in-law, uncle or aunt. One (1) day shall be granted for the death of a niece or nephew.

3. The College may grant an extension of said bereavement leave.

J. Jury Duty

Association members called for jury duty will be paid the difference between their daily rates and monies received by the courts, except mileage reimbursement paid by the court. Evidence in the form of a written notification shall be presented to the appropriate supervisor as far in advance as practical. The Association member is expected to report for regular College duties when his attendance at court is not required. The Association member has the option, based on the calculation, to sign over his check from the courts to the College.

K. Military Leave

1. Whenever an Association member enlists or is drafted at any time into active military service of the United States of America (which includes alternate service approved by the Selective Service Commission), he shall be granted a military leave without pay, in accordance with law. An Association member on such authorized military leave will be required, within ninety (90) days of his discharge to notify the College of his availability for employment. The employee shall have the right to return to the same position he held before going on military leave or to an equivalent position for which he is qualified with such benefits as required by law, provided said position or its equivalent has not been retrenched. In this case, the member shall be entitled to the rights listed in Article XVIII. During the period of such military leave, the employee shall receive no credit for tenure and/or sabbatical leave, unless required by law.

2. Association members who are members of reserve components of the Armed Forces are entitled to a leave with pay on all working days not exceeding fifteen (15) days in any calendar year during which they are engaged in field training authorized by the Federal Forces.

3. Association members who are members of the Pennsylvania National Guard are entitled to leaves with pay on all days during which they shall, as members of the National Guard, be engaged in the active service of the Commonwealth or in authorized field training consistent with the Military Code of 1949.

ARTICLE XVI
PERSONNEL FILES

A. The College shall maintain one (1) official personnel file in the office of the Director of Human-Resources for each Association member. There shall also be a separate pre-employment file which shall be confidential and shall only contain letters of reference, recommendations, or any materials secured in the hiring process. After employment, no personnel action shall be invoked on the basis of said pre-employment information. The Association member shall have no right of access to the official confidential pre-employment information.

B. Individual personnel files shall be confidential. However, an Association member shall have the right to make such additions or responses to the material contained in his official personnel file as he shall deem necessary, but he shall have no right to remove material from the file. It is further understood that the Director of Human-Resources shall have access to this file. Prior to placement of evaluation or non-routine material in the personnel file, the employee shall be given an opportunity to initial said material.

C. An Association member shall have access to his official personnel file during regular working hours provided there shall be no interference with the normal routine of the office. Under no circumstances shall the official personnel file be removed from the Human-Resources Office.

D. The Association shall have access to the official personnel file of an Association member at reasonable times during regular office hours, after having given the Director of Human-Resources reasonable notice and provided he first shall have obtained express written approval of that Association member.

E. If the official personnel file or any of its contents is duly subpoenaed in accordance with law, the Association member shall be notified at the earliest possible time.

F. Upon written request to the Director of Human -Resources, an Association member shall be permitted to copy any and all materials at no cost to the Association or Association member, except pre-employment information, included within his personnel file.

G. College personnel shall not remove from the personnel file contents thereof or any copies therein without the express written approval of the Association member.

ARTICLE XVII
NON-DISCRIMINATION

A. Both the College and the Association agree not to discriminate against any Association member on the basis of race, creed, religion, color, national origin, domicile, political affiliation, marital status, age, sex, handicap, or the proper exercise by an Association member of his rights guaranteed by the Pennsylvania Public Employe Relations Act Number 195.

B. There shall be no discrimination by either of the parties hereto or any Association member against members of the same family regarding concurrent employment in the College.

C. Unless otherwise provided herein, the masculine pronoun shall import the feminine; the singular number shall import the plural and vice versa, as applicable.

ARTICLE XVIII
RETRENCHMENT

A. Retrenchment because of financial considerations, program curtailment, or elimination of courses, shall be applied as hereinafter set forth.

B. When, in the opinion of the College, retrenchment appears necessary, the College agrees to "meet and discuss" same with the Association, on or before January 1.

C. The affected faculty members and the Association shall be notified, and retrenchment shall be made as circumstances require, provided the following order shall be utilized:
1. Part-time employees
2. Temporary employees
3. Probationary employees.
4. Non-probationary employees.

D. Retrenchment shall be made in the inverse order of seniority (Article XXVIII), provided the remaining faculty members have the necessary qualifications to teach the remaining course(s) or perform the remaining duties.

E. Before retrenching any faculty member, the College shall attempt to find other professional employment at the College for said faculty member.

F. Faculty members to be retrenched shall be given notice on January 15 of the then current academic year to be effective with the beginning of the following academic year.

G. A faculty member who is retrenched from the College shall be placed on recall for a period of two (2) years. The last senior faculty member retrenched shall be the first name placed on such list. Anything herein to the contrary , an employee on the recall list shall not be entitled to any of the benefits, rights or entitlements provided by this agreement while on such list. No new faculty member will be hired to fill a vacancy at the College for which retrenched faculty members on the recall list are qualified. The vacancy will be offered in writing to the most senior faculty members on the recall list.In the event the faculty member fails to respond or rejects the offer in writing within a twenty (20) day period, the faculty member shall be passed over, and the opening offered to the next qualified faculty member on the recall list.

H. The College shall fulfill its notification requirements as set forth herein by tendering the offer via certified mail sent to the faculty member's last known address.

I. In the event a retrenched faculty member is recalled within the aforesaid two (2) year period, he shall retain all seniority rights and benefits earned prior to the retrenchment.

J. Within thirty (30) days after execution of this Agreement, the College shall forward to the Association a seniority list of all faculty members covered herein. Said list will be updated annually. With respect to those faculty members who started employment on the same day, their seniority, for purposes of this agreement, shall be determined by the drawing of lots.

ARTICLE XIX
NO STRIKE - NO LOCKOUT

A. It is understood and agreed that there shall be no strike as that term is defined in Act 195 during the life of this agreement.

B. The College will not engage in any lockout during the term of this agreement.

ARTICLE XX
COLLEGE CALENDAR

A. The College agrees to consult with the Association prior to the establishment of the academic year which shall conform to the formula set forth in Section B of this article, and prior to establishment of the summer semester calendars.

B. The academic year shall start with convocation and end with commencement and shall consist of no more than 280 calendar days which shall include no more than 168 working days, plus graduation, per academic year during the life of this agreement. The 168 working days shall include one (1) eight (8) hour day prior to and one (1) eight (8) hour day at the end of each semester at the College for the preparation of labs, organizing materials, grading papers, etc. The College will not schedule any functions at these times. The calendar shall also include a fall and spring break. The Thanksgiving break shall extend to and include the Monday following Thanksgiving.

C. No Association member shall be required to work more than five (5) calendar days in any one (1) week.

ARTICLE XXI
SPONSORSHIP OF STUDENT ACTIVITITES

A. Sponsorship of all student clubs and organizations shall be on a voluntary basis.

B. Voluntary duties with student non-classroom activities which are sponsored by the College shall be mutually agreed upon by the Association member with the Association's approval and the College when the situation arises.

C. Travel allowance for all College authorized off-campus student functions shall be reimbursed using the reimbursement schedule as provided in Article XIII hereof, Travel Allowances.

ARTICLE XXII
NOTIFICATION OF VACANCIES

A. When a regular or temporary full-time vacancy occurs, or when the College reclassifies a position, the College shall post a notification of such vacancy on the Human-Resources Office bulletin boards and in addition give one (1) copy to the Association President. The vacancy notice shall state which position(s) are open, what qualifications are required, salary range, how applications are to be made, and what is the time limit for filing of same. An opening shall not be permanently filled for at least fifteen (15) College days from the date of notification. Association members who wish to apply for the opening, shall indicate in writing their qualifications for the position and shall submit their application to the Director of Human Resources within the prescribed time limit. Association members shall be given first consideration for the job.

B. The College agrees to notify any of its current Association members who may have applied for the opening of the disposition of their application prior to the publication of the successful applicant.

C. The College reserves the exclusive right to fill or not fill any vacancy. If the College decides to abolish such a position, it shall notify the president of the Association in writing. If the position is not abolished, it shall be posted.

D. The College President or his designee shall recommend the selected applicant to the Board.

ARTICLE XXIII
RETURN TO UNIT POSITION

Any member of the bargaining unit who is selected for an administrative position and accepts it shall not be permitted to return to a unit position unless a vacancy exists and provided he has officially applied for the unit position, gone through the search process, and been recommended by the President. He shall retain all seniority and other rights and entitlements earned through continuous service up to the time he assumed the administrative position but shall not accrue any seniority or other rights and entitlements under this agreement while he served in said administrative position.

ARTICLE XXIV
GENERAL PROVISIONS

A. The College and Association agree to equally share the costs for the duplication of a reasonable number of copies of this agreement.

B. The Association president shall submit to the President of the College the names of Association members recommended to serve on standing committees and participate in institutional governance.

C. Administrators shall be considered part-time instructors. They may instruct any course for which they are qualified and will be evaluated in accordance with prescribed procedures.

D. Written rules, regulations, and/or policies or practices of the Board in force on the execution of this agreement that are not in conflict with the terms and provisions of this agreement shall continue to be effective for the life of this agreement.

E. The College shall share available information with the Association for the purpose of expediting the negotiation process or assisting in the process of any grievance or complaint filed by or against any Association member.

F. The College will limit the practice of assigning more than one (1) instructor to a section or class to the following circumstances:

1. Team teaching, where all instructors assigned to the course are responsible for the material being taught. Course outlines shall reflect the mode of instruction being utilized.

2. Modularized courses, wherein the modules of instruction are described and the instructor for each module is identified in the course outline provided to the student.

3. It is also agreed that, should any circumstances other than those described above arise in which assignment of more than one (1) instructor to a course is deemed necessary or desirable, the College will meet and discuss the circumstances with representatives of the WCCC Professional Association prior to taking such action.

G. The College shall attempt, within the available resources, to have at least one (1) full-time faculty member in any program that leads to a certificate, diploma, or degree.

H. Opportunities to revise and/or develop a course(s) and/or program(s) will first be offered to full-time faculty who have that course or program responsibility or expertise.

I. Any negotiable matter, as defined by Act 195, arising subsequent here to and not covered by this agreement shall be subject to negotiation according to law.

J. Items contained in the Employee Handbook cannot contravene any of the items and provisions of this agreement. The College shall "meet and discuss" any additions to this document.

K. Items contained in the Student Handbook cannot contravene any of the items and provisions of this agreement. The College shall "meet and discuss" any additions to this document.

ARTICLE XXV
GRIEVANCE PROCEDURE

Policy — It is the policy of the College to encourage a harmonious and cooperative relationship with its Association members and to resolve members' grievances in accordance with fair and orderly procedures.

Definition: A grievance is a dispute concerning the interpretation, application or alleged violation of a specific term or provision of this agreement or a claim that the College has acted in an arbitrary or capricious manner contrary to an established Board or administrative policy affecting Association members.

A. A grievance must be filed within fifteen (15) working days of the apparent known violation of the contract. A grievance may be filed by an Association member(s), or the Association, hereinafter called "Grievant". The College agrees to notify the Association of any formal grievance filed.

B. Informal Level

A Grievant shall discuss with their immediate supervisor a problem which may lead to a grievance. If the problem cannot be resolved within three (3) working days following the discussion, it shall be filed in writing to step one (1) within ten (10) working days after the meeting with the supervisor.

C. Step-One - Dean or Director

Within five (5) working days after receiving the appeal, the dean/director shall meet with the grievant and the Association in an attempt to resolve the grievance. The time for said meeting shall be mutually agreed upon. The dean/director shall give the grievant a written decision within five (5) working days following the meeting.

D. Step Two - President

If a grievant is not satisfied with the disposition of his grievance at the first step, he may submit a written appeal to the President within five working days after receiving a decision at the first step. Within ten (10) working days after receiving the appeal, the President shall hold a hearing at which time the grievant or the Association may present the grievance. The President shall give the grievant a written decision within five (5) working days following the hearing.

E. Step Three - Board of Trustees

If the Grievant is not satisfied with the disposition of his grievance at the second step, he may submit a written appeal to the Board of Trustees within ten (10) working days after receiving a decision at the second step. Within twenty (20) working days after receiving the appeal, the Board shall hold a hearing at which the Grievant or the Association may present the grievance. The Board, shall give the Grievant a written decision within ten (10) working days following the hearing.

F. Step Four - Arbitration

If not satisfied with the disposition of the grievance at the third step, the Association may submit the grievance to arbitration within ten (10) working days after receiving a decision at the third step. The Association will notify the College of its intent to proceed to arbitration. Upon receipt of a notice requesting arbitration, the parties shall meet to select an arbitrator within ten (10) working days. If the parties cannot voluntarily agree upon the selection of an arbitrator, they shall notify the State Bureau of Mediation and request a list of arbitrators. The State Bureau of Mediation shall then submit to the parties the names of seven (7) arbitrators. Each party shall alternately strike a name until one (1) name remains. The person remaining shall be the arbitrator. The College shall strike the first name.

1. The arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this agreement in arriving at a decision of the issue or issues presented and shall confine his decision solely to the application and interpretation of this agreement or the issue presented.

2. The costs of arbitration shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting its own case.

3. The parties shall not be permitted to insert in the arbitration proceedings any evidence not previously disclosed to the other party.

G. Time Off

The Grievant and the Association representative, if a College employee, shall be allowed such reasonable time off, without loss of pay, from his regular duties as may be necessary, to attend meetings for the purpose of resolving a grievance. Faculty members who cover classes/assignments for the Grievant and/or Association Representative shall be paid by the College according to the substitution rate.

H. No reprisals shall be taken against any Association member(s) for participating in any grievance.

I. A grievant may be accompanied by the representative of the Association at any step of the grievance procedure, subject to the conditions set forth in Article VI, Section 606 of Act 195. No meetings or hearings with any grievant may be conducted by the College without notification to the Association and without the presence of an Association representative. The Association, at all such meetings, shall be able to put forth its position. The Association shall receive copies of all communications forwarded to the grievant concerning the grievance.

J. All such meetings and hearings under this procedure shall be conducted in private and shall include only such persons at interest and their designated or selected representative.

K. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

L. The time limits set forth in all steps of this procedure may be extended upon the mutual written agreement of both parties.

M. In the event a grievance is filed at such time that it cannot be processed by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be terminated prior to the end of the school year or as soon thereinafter as is practicable.

ARTICLE XXVI
SEPARABILITY

In the event that any provision of this agreement is found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail, and if any provision herein is determined to be invalid and unenforceable by a court or other authority having jurisdiction, such provision shall be considered void, but all other valid provisions thereof shall remain in full force and effect.

ARTICLE XXVII
HEADINGS

Any headings preceding the text of the several articles hereof are inserted solely for convenience of reference and shall not constitute a part of this agreement, nor shall they affect its meaning, construction, or effect.

ARTICLE XXVIII
SENIORITY

A. Seniority shall be defined as the length of an employee's service since the employee's first day of work in a bargaining unit position. Seniority shall continue to accrue during all leaves of absences, unless stated otherwise.

B. Seniority shall be broken only for the following reasons:

1. Resignation
2. Retirement
3. Discharge

C. Ties in first day worked shall be broken by a lottery.

D. The College agrees to post, on or before September 15 of each academic year, the seniority list reflecting the years of seniority of each member of the bargaining unit.

E. Any employee who feels that his seniority is not accurately set forth shall, within sixty (60) calendar days of the commencement of the academic year, notify the College either personally or through the Association of his exception or objection. If no exception/objection is made, said listing shall be considered final for the current year.

ARTICLE XXIX
FRINGE BENEFITS

A. During the life of this agreement, the College will continue to pay any and all insurance premiums currently being paid by the College on the effective date of this agreement.

B. The College shall reimburse members of the nursing faculty sixty dollars ($60.00) per year, for professional liability insurance. The faculty members shall submit appropriate receipts to the Controller's office for the reimbursement .

C. The Board reserves the exclusive right to determine what carrier shall be contracted under this agreement.

D. Fringe benefits provided during the life of this agreement are listed below:

1. Insurance/Group Health Coverage

   (a) Life Insurance - Three (3) times annual contracted salary rounded to the nearest $1,000.

   (b) Long-Term Disability Insurance - Employees are eligible after twelve (12) months of continuous employment. Benefits will be paid monthly in arrears after 180 days of disability.

   (c) Blue Cross/Blue Shield and Major Medical coverage, with $100 deductible on Major Medical. Major Medical Catastrophic to be $1,000,000.

   (d) The College shall maintain for all Association members and their eligible dependents covered under this agreement, a prescription drug benefit.

   (e) The College shall maintain for all Association members and their eligible dependents covered under this agreement, a vision care benefit.

   (f) The College shall maintain for all Association members basic individual dental insurance coverage.

2. Retirement benefits under one (1) of the following three (3) programs:
   (a) TIAA-CREF
   (b) SERS
   (c) PSERS

E. ORGANIZATIONAL MEMBERSHIP

The College agrees to provide in its budget the below amounts to be used as an allocation for organizational membership for members of the bargaining unit for their annual dues in organizations which will benefit their professional expertise or provide contacts, information, or publications in their field. The Association and the College shall mutually agree upon the procedure for administering these funds.

$2,100	1988-89 academic year
$2,200	1989-90 academic year
$2,300	1990-91 academic year
$2,400	1991-92 academic year
$2,500	1992-93 academic year

F. TUITION REIMBURSEMENT

The College agrees to provide in its budget the below amounts to be used as an allocation for tuition reimbursement for Association members. The Association and the College shall mutually agree upon the procedure for administering these funds. The Association will advise the College of programs/courses undertaken by members of the Association.

$18,000	1988-89 academic year
$19,000	1989-90 academic year
$20,000	1990-91 academic year
$21,000	1991-92 academic year
$22,000	1992-93 academic year

G. Tuition Waiver

All full-time Association members, their spouses, and dependents as defined by the Internal Revenue Service shall be permitted to take courses at the College without tuition charge. In the event the Association member dies, retires, or is disabled, this privilege is continued for a period not to exceed five (5) years.

H. Sick Leave Bank

The Westmoreland County Community College Professional Association (WCCC/PA) shall have the right to establish a Sick Leave Bank for employees covered under the following agreement:

1. Initially, each employee may transfer up to a maximum of two (2) of his earned sick days to the Sick Leave Bank. The College agrees to match the cumulative total placed in the Bank by the employees covered under this Agreement.

2. Only employees who contribute to the Sick Leave Bank shall be permitted to participate in the program upon expiration of all paid leaves available to said employees.

3. All days released to the Sick Leave Bank shall be accumulative year to year and may not be withdrawn by the employee excepting as noted in "2" above.

4. The Sick Leave Bank Committee shall prepare guidelines and be responsible for disbursement of said Sick Leave Bank days to eligible employees.

5. The Sick Leave Bank Committee shall take every precaution to insure that sick leave and Sick Leave Bank policies are not abused by the participants of the program.

6. Employees' sick leave records kept by the Sick Leave Bank Committee shall be open to inspection by the College, and records of the Sick Leave Bank kept by the College shall be open to inspection by the Sick Leave Bank Committee.

7. A committee known as the Sick Leave Bank Committee, composed of three (3) members appointed by the Association and two (2) members appointed by the College shall be the administrative body charged with the responsibility of approving all requests for use of the Sick Leave Bank subject to item 3 above, maintaining appropriate records, providing for replenishment, and coordinating the overall program with the College Business Office.

8. All applications for use of the Bank must be submitted in written form to the Sick Leave Bank Committee through its Chairperson. Forms will be provided and can be obtained from any member of the Committee.

9. For the protection of everyone, no more than ninety (90) days in any year will be granted any individual by the Sick Leave Bank Committee.

10. No application for Sick Leave Bank days shall be considered by the Committee when the employee has not used up all his accumulated sick leave and other leaves available.

11. The Sick Leave Bank Committee reserves the right to request a doctor's statement and a progress report on any illness or to take any appropriate steps necessary to guarantee the proper use of the Sick Leave Bank program.

ARTICLE XXX
TERM OF AGREEMENT

This agreement shall be binding upon the parties hereto, their successors and assigns, from July 1,1988 to and including June 30, 1993 and thereafter from year to year, except that either party may notify the other by certified mail on or before January 10, 1993 of its desire to modify or terminate this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and sealed this 28 th day of June, 1988.

WESTMORELAND COUNTY
COMMUNITY COLLEGE

BY _____
CHAIRMAN

_____
PRESIDENT

_____
NEGOTIATOR

WESTMORELAND COUNTY
COMMUNITY COLLEGE
PROFESSIONAL ASSOCIATION
PAHE/NFA, PSEA/NEA

BY _____
PRESIDENT

_____

_____

_____

_____

_____

ATTEST:

_____

ATTEST:

_____

9-MONTH FACULTY
SALARY SCHEDULE
"EXHIBIT A"

A. Current Faculty.

1. Teaching faculty, counselors, and librarians will move from their 1987-88 step to the corresponding level in 1988-89, plus one (1) level to determine 1988-89 Academic Year salary. Employees will move to the next highest level in each succeeding year, until they reach the maximum level as noted in this agreement.
2. Additional Education.
   a) One (1) level on the salary schedule will be given for thirty (30 credit hours beyond the master's degree in a related field or for a second master's degree in a related field provided the course work began or the second Masters was awarded since July 1, 1982.
   b) One (1) level on the salary schedule will be given for an earned doctorate in the field of expertise or a related field. Two (2) levels will be given, provided no credit was given in Item 2(a) above.

B. New Faculty.

1. Minimum Requirements
   a) All new faculty must meet minimum requirements to be placed on Level 1. The minimum qualifications to enter Westmoreland County Community college as an instructor may be satisfied by acquiring any of the following five (5) criteria:
      1) Master's degree in field, plus bachelor's degree;
         or
      2) Bachelor's degree, plus four (4) years of related experience;
         or
      3) Bachelor's degree, plus professional license or journeyman's card and two (2) years of related experience;
         or
      4) Associate degree, plus twelve (12) years of related experience;
         or
      5) Associate degree, plus professional license or journeyman's card and eight (8) years of related experience.
2. Placement
   a) One (1) year of college teaching, counseling, or library experience at an institution having recognized approved status by a regional educational accrediting association equals one (1) level on the salary schedule.
   b) Two (2) years of related work experience (not including graduate teaching assistantships) equals one(1) level on the salary schedule. Up to a maximum of twenty (20) related years of experience shall be applied.
   c) Two(2) years of related military experience equals one(1) level. Up to a maximum of twenty (20) years of such experience shall be applied.
   d) One (1) level on the salary schedule will be given for thirty(30) hours beyond a master's degree in a related field, or for a second master's degree in a related field.
   e) One (1) level on the salary schedule will be given for an earned doctorate in a related field (2 levels if no credit earned in Item B.2(a) above).

9-MONTH FACULTY SALARY SCHEDULE

LEVEL	1988/89	1989/90	1990/91	1991/92	1992/93
1	17,469	17,905	18,352	18,810	19,728
2	18,492	18,954	19,427	19,912	20,503
3	19,125	20,063	20,565	21,078	21,704
4	19,620	20,751	21,769	22,313	22,975
5	20,324	21,288	22,515	23,619	24,321
6	21,028	22,052	23,097	24,429	25,745
7	21,731	22,816	23,926	25,060	26,627
8	22,437	23,579	24,755	25,960	27,316
9	23,141	24,344	25,583	26,859	28,296
10	23,845	25,108	26,413	27,757	29,277
11	24,550	25,872	27,242	28,658	30,256
12	25,254	26,637	28,071	29,558	31,237
13	25,959	27,401	28,901	30,457	32,218
14	26,661	28,165	29,730	31,358	33,198
15	27,365	28,927	30,559	32,257	34,180
16	28,069	29,691	31,386	33,157	35,160
17	28,774	30,455	32,215	34,053	36,141
18	29,478	31,220	33,043	34,953	37,118
19	30,183	31,984	33,874	35,852	38,098
20	30,886	32,748	34,703	36,753	39,079
21	31,591	33,511	35,532	37,652	40,061
22	32,295	34,276	36,359	38,552	41,041
23	32,998	35,040	37,190	39,450	42,021
24	33,702	35,803	38,019	40,351	43,000
25	34,406	36,567	38,846	41,250	43,982
26	35,111	37,331	39,675	42,148	44,963
27	35,814	38,095	40,504	43,048	45,941
28	36,519	38,858	41,333	43,947	46,922
29	37,223	39,623	42,161	44,846	47,902
30	37,926	40,387	42,991	45,744	48,883
31	38,631	41,150	43,820	46,645	49,861
32	39,336	41,915	44,648	47,545	50,843

PROFESSIONAL
SALARY SCHEDULE
"EXHIBIT A-1"

A. Current Professionals.

1. Professionals will move from their 1987-88 step to the corresponding level in 1988-89, plus one (1) level to determine 1988-89 Academic Year salary. Employees will move to the next highest level in each succeeding year of this agreement.

2. Additional Education.
One (1) level on the salary schedule will be given for the master's degree in a related field.

B. New Professionals.

1. All new professionals must meet the minimum qualifications to be placed on Level 1. The minimum qualification to enter the College as a professional is a bachelor's degree in the field of interest.

2. Placement

a) Two (2) years of related experience equals one (1) level on the salary schedule. Up to ten (10) years of related experience will be credited.

b) Two (2) years of related military experience equals one (1) level on the salary schedule. Up to a maximum of ten (10) years of such experience shall be applied.

c) One (1) level on the salary schedule will be given for a master's degree in the field of interest.

12-MONTH PROFESSIONAL SALARY SCHEDULE

LEVEL	1988/89	1989/90	1990/91	1991/92	1992/93
1	15,912	16,297	16,690	17,093	17,505
2	16,625	17,026	17,519	18,025	18,460
3	17,104	17,788	18,303	18,921	19,467
4	17,712	18,301	19,122	19,767	20,434
5	18,337	18,952	19,674	20,652	21,348
6	18,825	19,620	20,373	21,248	22,304
7	19,518	20,142	21,092	22,003	22,948
8	20,213	20,884	21,653	22,779	23,763
9	20,908	21,628	22,450	23,385	24,601
10	21,602	22,371	23,250	24,246	25,256
11	22,297	23,114	24,049	25,110	26,186
12	22,992	23,857	24,848	25,973	27,119
13	23,686	24,602	25,647	26,836	28,051
14	24,381	25,344	26,447	27,698	28,983
15	25,075	26,088	27,244	28,562	29,914
16	25,767	26,831	28,044	29,424	30,847
17	26,462	27,570	28,843	30,288	31,778
18	27,157	28,315	29,638	31,150	32,711
19	27,851	29,058	30,438	32,009	33,643
20	28,545	29,801	31,237	32,873	34,570
21	29,242	30,544	32,036	33,736	35,503
22	29,935	31,289	32,834	34,598	36,435
23	30,630	32,031	33,636	35,461	37,366
24	31,324	32,774	34,433	36,326	38,298
25	32,019	33,517	35,232	37,188	39,233
26	32,712	34,260	36,031	38,051	40,163
27	33,408	35,002	36,829	38,913	41,095
28	34,102	35,746	37,627	39,776	42,026
29	34,795	36,489	38,427	40,637	42,958
30	35,491	37,231	39,226	41,501	43,888
31	36,185	37,975	40,023	42,364	44,821
32	36,880	38,718	40,823	43,225	45,753
33	37,574	39,461	41,622	44,089	46,683
34	38,270	40,204	42,421	44,952	47,616

PARA-PROFESSIONAL
SALARY SCHEDULE
"EXHIBIT A-2"

A. Current Para-Professionals

1. Para-professionals will move from their 1987-88 salary schedule to the corresponding 1988-89 salary schedule, plus one (1) level to determine 1988-89 Academic Year salary. Employees will move to the next highest level in each succeeding year until they reach the maximum level as noted in this agreement.

2. Additional Education.
   One (1) level on the salary schedule will be given for a bachelor's degree in a related field.

B. New Para-Professionals.

1. All new para-professionals must meet the minimum qualification to be placed on level 1. The minimum qualification to enter the College as a para-professional is an associate degree.

2. One (1) level on the salary schedule will be given for a bachelor's degree in a related field.

PARA-PROFESSIONAL SALARY SCALE

LEVEL	1988-89	1989-90	1990-91	1991-92	1992-93
1	15,000	15,220	15,442	15,668	15,903
2	15,375	15,600	15,829	16,060	16,451
3	15,759	15,990	16,224	16,462	16,863
4	16,153	16,389	16,630	16,873	17,285
5	16,557	16,799	17,045	17,295	17,717
6	16,971	17,219	17,471	17,727	18,160
7	17,395	17,650	17,908	18,170	18,613
8	17,830	18,091	18,356	18,624	19,078
9	18,276	18,543	18,814	19,090	19,556
10	18,733	19,007	19,285	19,567	20,045
11	19,201	19,482	19,767	20,056	20,545
12	19,681	19,969	20,262	20,558	21,059
13	20,173	20,468	20,768	21,072	21,586
14	20,678	20,980	21,287	21,599	22,126
15	21,195	21,505	21,819	22,138	22,678
16	21,724	22,043	22,365	22,692	23,245
17	22,268	22,593	22,925	23,260	23,826
18	22,824	23,159	23,497	23,841	24,423
19	23,395	23,737	24,085	24,437	25,034
20	23,980	24,331	24,686	25,048	25,658
21	24,579	24,939	25,304	25,674	26,301

WESTMORELAND COUNTY COMMUNITY COLLEGE
RANK - MINIMUM QUALIFICATIONS
"EXHIBIT B"

I. The following ranks and minimum qualifications for attainment of same shall be recognized throughout the term of the agreement.

INSTRUCTOR
Minimum requirements

ASSISTANT PROFESSOR
Must meet the qualifications of an instructor plus have three (3) years' related college teaching experience at an institution having recognized approved status by a regional educational accrediting association.

ASSOCIATE PROFESSOR
Must have at least three (3) years' teaching experience at Westmoreland County Community College and a total of seven (7) years' related college teaching experience at institutions having recognized status by a regional educational accrediting association.

PROFESSOR
Must have at least seven (7) years' teaching experience at Westmoreland County Community College and a total of eleven (11) years' related college teaching experience at institutions having recognized approved status by a regional educational accrediting association.

II. It is understood and agreed by and between the parties hereto that promotions to an instructor or assistant professor shall be automatic once an individual attains the qualifications for said ranks as set forth hereinabove. Promotions to associate and full professor ranks, however, shall not be automatic solely on the basis that an individual attains the qualifications for said ranks as set forth herein above.

FACULTY EVALUATION
"EXHIBIT C"

A. **Purpose:** To assist teaching faculty to identify strengths and , where noted, improvement areas with respect to instructional methods — including presentation, preparation,. and course syllabi.

B. **Procedure**: Formal evaluation procedures shall consist of a "Student Perception of Performance" and and "Evaluation of Performance" completed by the applicable division chair.

1. Student Perception of Performance.

(a) A standard questionnaire shall be administered to students as follows:

(1) Multiple section courses taught by the same faculty member — a minimum of three (3) classes once each semester.

(2) Courses with one (1) but not more than (2) sections taught by the same faculty member — at least one (1) will be administered each semester.

(3) At the request of the division chair or the faculty member, questionnaires will be administered to all classes.

(b) Questionnaires shall be distributed by, returned to, and retained by the division chair until completion of the post-evaluation conference, at which time they shall be returned to the faculty member.

(c) Faculty members may review completed questionnaires prior to any post-evaluation conference.

2. Evaluation of Performance.

(a) Evaluations shall include at least one (1) classroom observation and an assessment of professional activities as set forth in the "Faculty Evaluation Report." The "Faculty Evaluation Report" may be revised by mutual consent of both parties.

(b) Classroom observations may take place at any time; however, faculty will be given at least one (1) week's notice prior to the date of any classroom observation.

(c) The division chair will provide a written report of the classroom observation to the faculty member within a period not to exceed two (2) weeks of the observation.

3. Post-Evaluation Conference.

(a) Following completion of the evaluation process, a discussion will be held with the faculty member.

(b) If the division chair recommends improvement areas, the recommendations shall be discussed, and an action plan mutually developed and set forth in the "Faculty Evaluation Report."

(c) The faculty member shall have the opportunity to comment and respond in writing as part of the evaluation process.

(d) The "Faculty Evaluation Report" shall be made a part of the faculty member's personnel file, and a copy provided the faculty member.

4. Frequency of Formal Evaluation.

(a) Probationary Faculty

Faculty will be formally evaluated each semester during the first year of probationary status; and once per academic year for the final two (2) probationary years.

(b) Non-Probationary Faculty

Faculty will be formally evaluated every three (3) years.

(c) In the event the division chair notes significant change in performance, a formal evaluation, or any part thereof, may be conducted at any time, subject to appropriate notification to the respective faculty member.

(d) A formal observation, or any part thereof, may be requested at any time by the individual faculty member.

PROMOTIONS PROCEDURE
"EXHIBIT D"

NOTIFICATION OF CANDIDATES

On or before September 15 of each academic year, the Director of Human-Resources shall send to all full-time faculty holding rank a reminder that applicants for promotion must submit, by November 1, a statement of intent to apply for promotion. This statement must be sent to the college's Director of Human-Resources. The candidate will be expected to follow the following general format in preparing his/her materials packet.

The Director of Human-Resources shall certify that all candidates for promotion meet the minimum qualifications for promotions as stated in "Exhibit B."

COMMITTEE FORMATION

Four (4) full-time members of the WCCCPA faculty are to be elected, on or before October 15 of each academic year, by the Association membership to serve on the college promotions committee. One (1) member may be chosen from each of the following divisions: Business, Humanities, and Social Sciences; Communications and Public Services; Science and Technologies; Nursing; Learning Resources and Telecourses; and Student Affairs. Administrative membership on the college promotions committee shall include the Dean of Instructional Services and two (2) division chairs. A committee chairperson shall be elected by a vote of the members on the promotions committee. Should an administrative position be vacant, the college President shall appoint a replacement.

PREPARATION OF CANDIDATE PROMOTION MATERIALS

ASSISTANCE:

The candidate is encouraged to seek the assistance of his/her division chair in the preparation of the materials packet.

SUBMISSION:

Each candidate must submit his/her promotion materials packet to the committee chair on or before January 15. The material will remain the committee's possession until the official Board of Trustees action has taken place.

COMMITTEE DELIBERATION

REVIEW OF MATERIALS:

All members of the committee must read all candidate promotion packets and take appropriate notes. All candidate promotion packets will be kept in the library in a confidential reserve status.

MEET WITH CANDIDATES:

All candidates will be invited to meet with the committee to discuss promotion qualifications and to clarify any ambiguity which may exist. This/these meeting(s) will occur before any promotion decisions are made by the committee.

DEVELOPMENT OF RECOMMENDATIONS:

The committee will review the completed evaluation form for each candidate and vote for recommendation or non-recommendation in each of the four (4) criteria categories: Effective teaching; academic preparation and development; professional growth; and professional responsibilities. A candidate must be recommended in all four (4) categories in order to be recommended for promotion. The overall strength of the applicant as shown by the promotion materials packet may ultimately determine the recommendation for promotion. All decisions in these matters will require at least five (5) votes of the six (6) voting members of the committee. The committee may recommend a maximum of five (5) candidates to the President.

INFORM CANDIDATEES OF THE RECOMMENDATION STATUS

When the committee has completed all recommendation decisions, each candidate will be notified in writing by the committee as to whether he/she is being recommended to the President for promotion. The reason or reasons for non-promotion, as well as noted strengths, will be stated in the letter. At the same time, each candidate not recommended will be invited to meet with the committee to discuss the reasons for non-promotion.

SEND RECOMMENDATIONS TO THE PRESIDENT

On or before March 1, the committee will forward to the President a list of candidates recommended for promotion.The committee may recommend a maximum of five (5) candidates each year. The President will review the committee recommendations and forward them to the Board of Trustees with his/her recommendations attached. The Board of Trustees shall then make its determination for promotion on or before May 15. The President will then notify each recommended candidate in writing, whether or not promotion was approved by the Board of Trustees.

WESTMORELAND COUNTY COMMUNITY COLLEGE
AUTHORIZATION FORM
"EXHIBIT E"

I hereby authorize Westmoreland County Community College to deduct professional Association dues (local, state, and national) and PACE contributions from my periodic pay checks. Such deduction shall be made over twenty-six (26) consecutive pay periods annually or two (2) equal payments.

This authorization shall remain in effect unless cancelled in writing fifteen (15) days prior to the expiration of the Agreement.

Date

MEMORANDUM
OF UNDERSTANDING

Westmoreland County Community College (hereinafter referred to as "College") and the Westmoreland County Community College Professional Association (hereinafter referred to as "Association") hereby agree on the following modification of terms and conditions for Association members classified as "para-professionals."

Association members classified as "para-professionals" on April 8, 1988, shall remain on an annual 12-month contract basis for the duration of this contract, or until the current incumbents vacate the position — whichever first occurs. It is further understood and agreed that said "para-professionals" may be transferred to other areas of the College to perform work for which they are qualified in the event they are not fully occupied in their regular duties.

WESTMORELAND COUNTY
COMMUNITY COLLEGE:

By: _____
Director of Human-Resources

WESTMORELAND COUNTY COMUNITY
COLLEGE PROFESSIONAL ASSOCIATION
(PAHE/NFA/PSEA/NEA):

By: _____
President

ATTEST:

Date Signed: April 8, 1988

AGREEMENT

between

COMMUNITY COLLEGE OF BEAVER COUNTY

and

COMMUNITY COLLEGE OF BEAVER COUNTY
SOCIETY OF THE FACULTY
(PSEA/NEA)

September 1, 1988 to August 31, 1992

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EQUAL OPPORTUNITY STATEMENT

Community College of Beaver County is committed to assuring equal opportunity to all persons and does not discriminate on the basis of race, color, sex, religion, ancestry, national origin, age or applicable handicap in its educational programs, activities, admissions, or employment practices as required by Title IX of the Educational Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and other applicable statutes. Inquiries concerning Title IX and/or 504 Compliance should be referred to the Affirmative Action Officer, Student Union Building.

PREAMBLE

This agreement is by and between the COMMUNITY COLLEGE OF BEAVER COUNTY, Beaver County, Pennsylvania (called "College" within) and the COMMUNITY COLLEGE OF BEAVER COUNTY SOCIETY OF THE FACULTY (PSEA/NEA) (called "Society" within). It is effective from the first day of September, 1988 through the thirty-first day of August, 1992.

ARTICLE I

RECOGNITION AND DEFINITIONS

1.1 Recognition

The College recognizes the Society as the sole and exclusive bargaining agent for a professional unit comprised of faculty, counselors, librarians and coordinators as certified by the Pennsylvania Labor Relations Board (Case No. R-1070-W) issued on or about June 11, 1971.

1.2 Definitions

For the purposes of this agreement, the following definitions shall apply:

(a) College - is the Community College of Beaver County, the public employer;

(b) Society - is the Community College of Beaver County Society of the Faculty (PSEA/NEA), the public employee organization;

(c) Faculty or Faculty Members - those professional employees who are included within the bargaining unit as set forth above;

(d) Agreement - is the collective agreement negotiated by and between the Society and the College;

(e) Sponsors - are the sponsoring school districts of the College;

(f) President - is the president of the Community College of Beaver County;

(g) Bargaining Unit - is the employee unit comprised of faculty, counselors, librarians, coordinators and excluding all nonprofessional employees, supervisors, first level supervisors and confidential employees as defined in the Act;

(h) Board - is the Board of Trustees of the Community College of Beaver County;

(i) PLRB - Pennsylvania Labor Relations Board.

ARTICLE II

ACADEMIC FREEDOM AND
RESPONSIBILITIES OF THE PARTIES

2.1 Academic Freedom

A. A faculty member is entitled to full freedom in research and in the publication of the research results, subject to the adequate performance of his/her other academic duties.

B. A faculty member is entitled to freedom in the classroom in discussing his/her subject, but the faculty member should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject.

C. A faculty member is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she is free from institutional censorship or discipline; however, he/she should at all times attempt to be accurate, exercise appropriate restraint, respect the opinions of others, and state that he/she is not an institutional spokesperson.

D. A faculty member who writes and reproduces without institutional or institutional-related grant funding and/or has published teaching materials for use in his/her classes shall retain the right to copyright such materials in his/her own name, or to assign such right to a third party. It shall be the faculty member's own responsibility in such cases to conform to the provisions of U.S. or international copyright law.

E. A faculty member shall be supplied a final grade report for classes taught. A faculty member shall receive notification prior to the changing of a grade issued by that faculty member.

ARTICLE III

FAIR PRACTICES

3.1 The College shall not discriminate against any faculty member or candidate for employment on the basis of race, creed, color, sex, family status, religion, age, national origin, Society membership or activity, or political belief and/or political party.

3.2 Personal Pronouns

The use of masculine or feminine pronouns is not to be deemed to indicate the sex of the person or thing so referred to, unless the context clearly indicates otherwise.

ARTICLE IV

GRIEVANCE PROCEDURES

4.1 Definitions

1. Grievance

A grievance is hereby defined as:

(a) An alleged violation of a specific article or section of this agreement, and

(b) that the College acted in an arbitrary and capricious manner contrary to policy governing a faculty member.

2. Aggrieved Person

An aggrieved person is the person or persons alleging the claim.

4.2 Purpose

The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may, from time to time, occur affecting members of the faculty arising from a misinterpretation or misapplication of the terms and conditions of this agreement. The parties hereto agree that these proceedings will be kept as confidential as may be appropriate at any level of the procedure.

4.3 Procedure

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum. It is understood that the time to file a grievance may be of the essence depending on the circumstances of the case, and no grievance may be filed more than thirty (30) calendar days after the event giving rise to the grievance, or thirty (30) calendar days after the person should have known of the event giving rise to the grievance. An extension of ten (10) calendar days in addition to the thirty (30) calendar day limit

shall be granted provided a formal pre-grievance meeting has taken place between the official representatives of the Society and the contract administrator for the College. Failure by the College to abide by the time limits shall be considered a waiver of that step of the grievance procedure and the grievance shall progress to the next level, except as may be provided herein.

2. Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed by the end of the school year, the time limit set forth herein shall be reduced so that the grievance procedure may be terminated prior to the end of the school year or as soon thereafter as is practicable.

3. Level One

A faculty member with a complaint may first discuss it informally with his/her divisional director directly. In the event the faculty member desires, it may be processed through the Society's designated representative. The divisional directors shall render a decision within three (3) school days of the date of submission by the faculty member.

4. Level Two

If the aggrieved person is not satisfied with the disposition of his/her grievance at level one, or if no decision has been rendered within ten (10) days after submission in level one, it shall be forwarded in writing to the president. A meeting shall be scheduled by the Society and the College president or his designee and shall be answered in writing within ten (10) days after the grievance is delivered to the president or his designee.

5. Level Three

(a) If the aggrieved person is not satisfied with the disposition of his/her grievance at level two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the president, he/she may, within five (5) school days after a decision by the president or fifteen (15) days after the grievance was delivered to the president, whichever is sooner, request in writing that the Society submit the grievance to arbitration.

GRIEVANCE PROCEDURES (Cont.)

(b) The Society shall notify the College within thirty (30) school days of the receipt of the decision of the president, or forty-five (45) school days after the grievance has been forwarded to the president, of its decision to proceed with arbitration. Failure of the Society to make a decision concerning arbitration within the specified time period shall constitute a waiver of the Society's right to arbitrate the grievance.

(c) If the parties cannot voluntarily agree upon the selection of an arbitrator, the parties shall request a list of arbitrators from the American Arbitration Association (AAA). Each party shall alternately strike a name until one (1) name remains. The College shall strike the first name. The last remaining name on this list shall be the arbitrator. In the event the arbitrator is unable to serve, the parties will repeat the process to select a new arbitrator.

(d) The arbitrator shall have no authority to alter, change, vary, amend or modify any term or condition of this agreement. The decision of the arbitrator shall be final and binding upon both parties, except that if his/her decision requires legislative action, such decision shall be effective only if such legislation is enacted. Any decision of the arbitrator must be within the scope of his/her authority and confined to the grievance as submitted for his/her determination. The expense and compensation of the arbitrator shall be borne equally by the College and the faculty member, or if the faculty member is a member of the Society, by the Society. Fees paid to arbitrators shall be based upon a schedule established by the AAA.

(e) The filing or pendency of any grievance shall not impede the normal management and operation of the College.

4.4 Miscellaneous

1. Group Grievances

If the grievance affects a group of faculty members in the Society, the Society may submit such grievance in writing directly to level two, provided that for the preservation of the record sequence and the specificity of testimony, one faculty member or an officer of the Society or the Society's grievance chairperson will be designated as grievant of record. The grievance procedure will then proceed as indicated above.

2. Written Decision

All decisions shall be in writing setting forth the decision and shall be transmitted to all parties.

3. Forms

Forms for filing grievances and other necessary documents shall be prepared jointly by the College and the Society and given appropriate distribution.

4. Meetings and Hearings

All meetings and hearings under this procedure shall be held at the College and not conducted in public. Those persons attending shall include the parties as heretofore defined in 4.1 of this Article, Definitions.

ARTICLE V

RIGHTS OF FACULTY IN SOCIETY

5.1 Society Activity

Pursuant to the provisions of the Public Employee Relations Act, the College recognizes that it shall be lawful for faculty members to join the Society and to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aide and protection, except as expressly limited by the terms and conditions of this agreement and the provisions of the Public Employee Relations Act, provided all faculty members shall also have the right to refrain from any and all such activities.

5.2 Discrimination

The College and the Society agree that there shall be no discrimination, coercion, harassment, or pressure, direct or indirect, against any faculty member who joins or who refuses to join the Society.

5.3 Information

The College agrees to furnish the Society upon request available information concerning the professional staffing and financial resources of the College. The College will not be obligated to honor requests for confidential information or for information requiring research to prepare.

ARTICLE VI

USE OF COLLEGE FACILITIES

6.1 Facilities

The Society shall have the right to use and utilize certain school facilities and equipment, providing such facilities and equipment are not then being utilized for other purposes. The Society shall pay the reasonable cost of all material supplies consumed and any damages resulting as an incident of such use. If requested, the Society shall supply the College with the names of persons authorized to use and utilize the College's equipment and facilities.

6.2 Bulletin Board

The Society shall be provided with adequate space on assigned bulletin boards in the faculty lounge and nursing department office area for Society notices. When requested, copies of all materials posted on such bulletin boards shall be given to the Vice President for Academic Affairs, but no prior approval for posting is required.

6.3 Intra-school Mail

The Society shall have reasonable use of the intra-school mail facilities and College mail boxes as it deems necessary; however, College materials and administrative reports shall be given priority in the event of conflict in deliveries.

6.4 Meetings

The Society shall have the right to use an institutional room at the College for its meetings during the fall and spring semesters. The College will make available one hour free of classes each week during a regular College work day in the fall and spring semesters. The notice of this free period will be posted September 1 for the fall semester and December 15 for the spring semester. No charge will be made for the Society use of this room when used for Society business. Faculty who are employees of the College and members of the Society or representatives of PSEA/NEA staff shall be permitted to transact official Society business on College property during normal working hours provided such activity shall not interfere with or interrupt normal institutional operations or faculty responsibilities.

6.5 Board Agenda

A Society representative shall be entitled to appear on the agenda of Board meetings in a listing separate from all other listings.

ARTICLE VII

RIGHTS OF THE COLLEGE

7.1 Retention of Rights

The College retains and reserves all rights, power, authority, duties and responsibilities conferred upon it by the Commonwealth of Pennsylvania, the articles of the agreement with the sponsoring school districts, and the Constitution and By-Laws of the College. The exercise of these inherent managerial rights, duties and responsibilities, shall be consistent with the terms of this agreement.

7.2 Management

The College retains the right to manage the operations of the College, including the direction of the faculty and the right to plan, direct, and control the operation of all facilities and properties of the College, except as modified by this agreement.

7.3 Non-waiver of Rights

The listing of rights hereunder is not intended to be, nor should be construed, as a restriction or waiver of any of the rights of the management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the College in the past.

ARTICLE VIII

PERSONNEL FILE

8.1 Personnel Files

The College shall maintain one (1) official personnel file for each employee. Additionally, there shall be a separate pre-employment file which shall be confidential and shall contain employment applications, letters of reference, initial transcripts (on which hiring was based), placement credentials and resume. This file is intended to contain materials secured during the hiring process. After employment, no personnel action shall be invoked on the basis of said pre-employment file, unless the action is based upon an alleged intentional falsification of materials contained therein. Employees shall have no access to the official, confidential pre-employment file.

Post-employment personnel files shall contain a copy of the employment application, resume and transcripts of academic work. Materials placed in the post-personnel file after September 1, 1976, shall have the source of origin and date identified.

8.2 Additions or Responses

Individual personnel files shall be confidential; however, an employee shall have the right to make additions or responses to the material contained in the employee post-personnel file as he/she shall deem necessary. A faculty member may copy material from his/her file, but he/she shall have no right to remove material from the file.

8.3 Access

Employees shall have access to the employee post-personnel file during regular working hours. No post-employment personnel files shall be removed from the office by any employee and access to the files shall be only in the presence of the president or his/her designee.

8.4 Confidentiality

No one other than the employee and authorized College personnel may examine the contents of an individual's post-employment personnel file. An employee may give access to his/her post-employment personnel file to any persons or party provided they obtain prior written approval of the employee; however, provisions found in paragraph 8.3 of this Article shall apply.

8.5 Subpoenas

If either of the personnel files or any of their contents are duly subpoenaed, in accordance with the law, the employee shall be notified at the earliest possible time.

ARTICLE IX

APPOINTMENTS

9.1 Definition of Vacancy/Opening

A vacancy occurs when an individual in a position leaves that position, whether voluntarily or involuntarily. An opening is a new position or is a position previously and/or currently unfilled which is going to be filled.

9.2 Filling of Vacancies/Openings

In the event that the president approves the filling of a vacancy/opening within a department or program area, a candidate who may be secured from any source, may be recommended by the department or the program faculty or the divisional director. The name of the candidate(s) recommended by the department or program faculty shall be submitted to the president or his/her designee together with the recommendations of the divisional director, and the president's decision or the decision of his/her designee shall be final. If a recommended candidate(s) is rejected by the president or his/her designee, the process will be repeated until an acceptable candidate is found.

9.3 Posting

Notice of any full-time professional opening, administrative or faculty, shall be posted in the faculty lounge and in Building #6 on the designated bulletin board no fewer than three (3) working days prior to its publication outside the College. Selection of personnel to fill administrative openings shall not be subject to the provisions of Article IV, Grievance Procedures.

9.4 Part-time Positions

Whenever possible, part-time positions including supplemental contracts shall not be filled without prior posting of the opening on the designated bulletin boards for a period of three (3) days. Such posting shall list the duties of the position, qualifications, requirements, and the salary as determined by the College. The provisions in this paragraph are not subject to Article IV, Grievance Procedures.

ARTICLE X

SPECIAL TERM EMPLOYMENT

10.1 Definitions

Special term employment shall be given to part-time or adjunct faculty personnel for a specific period of time not to exceed one (1) year. Included in this category are faculty employed as:

1. Short-term substitutes for full-time faculty members.
2. On a part-time irregular basis.
3. Continuing education lecturers.
4. Short-term faculty created by the receipt of a grant only for the term of the grant.

Special term employees shall hold the title of lecturer. Except as provided for in this Article, the terms and conditions of this agreement do not apply to those employed under special term employment contracts.

10.2 Credit Towards Full-time Status

When a person has held a full-time special term employment contract of not less than one (1) year duration and he/she is subsequently appointed to a regular full-time professional position within the bargaining unit of the Society of the Faculty, such a person shall be entitled to credit towards the fulfillment of the tenure requirements in Article XIV, Tenure, according to the following manner and limitations:

1. All provisions provided in Article XIV, Tenure, shall apply.
2. Employees shall be entitled to fifty (50%) percent tenure credit for each year of full-time special term employment.
3. Only the period of continuous full-time appointment shall be eligible for fifty (50%) percent tenure credit. No credit shall be granted for less than full-time employment.

4. The maximum allowable tenure credit shall not exceed two (2) years.

5. In any event, employees shall have not less than one (1) full year of probationary status as a regular full-time faculty member prior to the granting of tenure.

6. The seniority date of employees qualifying for and receiving tenure credit shall be the date of their active full-time employment as a regular member of the bargaining unit of the Society of the Faculty.

7. There shall be no other preferential considerations afforded such a person except as set forth above.

10.3 Grants

A. Persons who are employed for grant funded positions may be eligible for inclusion in the unit if the employment is consistent with other terms of this agreement.

B. Personnel provisions of the grant which may be inconsistent with this agreement shall apply, any provision of this agreement to the contrary notwithstanding. The College shall not deliberately attempt to circumvent the intent of this agreement in seeking grants.

C. Retrenchment or displacement of employees hired under a grant may occur immediately upon the cancellation or termination of the grant.

D. Employees hired for grant funded positions shall have no right to displace other employees.

E. A regular full-time employee who transfers to a grant funded position may retain seniority rights should the grant be terminated.

ARTICLE XI

RENEWALS

11.1 Continuing Basis

Employees shall be employed on a continuing basis. Employees being continued shall each year be asked in writing to confirm his/her intention to remain with the College.

11.2 Notices of Non-renewal

Notices of non-renewal of an employee for the next academic year shall be made no later than:

(a) An employee in his/her first year - March 1;

(b) An employee in his/her second year - January 1;

(c) An employee who is employed beyond the second year - October 15; provided however, if the fourth year is to be a terminal year, notice to that effect must be given no later than May 31 of the third year.

11.3 Exclusions

Requirements of this section do not apply to those employees who have:

(a) Special term employment contracts;

(b) Are grant funded employees; or

(c) Have been given proper notice of a terminal agreement.

11.4 Time Periods

For the purposes of non-renewal notices, the aforementioned time periods shall be computed only from the original date of appointment with the College.

11.5 Notification

Employees who do not intend to return for the following year shall notify the College at the earliest possible time, but no later than May 1 of the then current year.

11.6 Automatic Renewal

All faculty members are automatically renewed for the following academic year unless proper non-renewal procedures are followed.

ARTICLE XII

PROMOTION/TENURE COMMITTEE

12.1 Promotion and Tenure Committee

The College's full-time faculty shall elect on a department basis on or before October 15 of each year full-time faculty members to serve on the Promotion and Tenure Committee (PTC). The elected members of the PTC will review those faculty members who are being considered for promotion and/or tenure and issue a written report of their findings and conclusions to the president not later than March 15 each year. Members of the PTC will not receive released time from their teaching schedules to serve on the committee. Election of PTC members shall be conducted on a departmental basis by a mutually acceptable procedure between the parties of this agreement. Provided this election takes place on or before November 15, each department listed below is authorized one PTC member:

Industrial Education
Applied Technologies
Allied Health Sciences
Academic Services
Arts and Sciences

In addition, to be eligible to serve on the PTC, a faculty member must:

(a) be full-time;

(b) be tenured;

(c) be the only PTC member from that department;

(d) not be presently under consideration for promotion; and

(e) reasonably expect to be available during the academic year.

ARTICLE XIII

PROMOTIONS

13.1 Procedures

Decision to promote a faculty member to a higher rank shall be made by the president. On or before February 1, a faculty member wishing to be considered for promotion shall submit his/her name to their divisional director and the Faculty Promotion Committee. The Committee will review the credentials of those seeking promotion and submit a written report to the president not later than March 15 each year. Promotions will be announced by April 30 of each year. The qualifications and criteria for promotion shall include factors such as the following:

(a) Effective teaching; and/or

(b) Fulfillment of professional responsibilities; and/or

(c) Professional activities; and/or

(d) Contribution to and participation in the College; and/or

(e) Professional growth and maturity; and/or

(f) Fulfillment of minimum rank criteria as indicated below:

(i) refers to faculty members in the academic transfer and technology programs;

(ii) refers to faculty members in the diploma programs.

PROFESSOR

(i) and (ii)

A. Earned doctorate plus eight (8) years of college teaching; OR

B. Masters degree plus forty-five (45) credits plus ten (10) years of college teaching; OR

C. Bachelors degree plus fifteen (15) years of relevant professional experience in the faculty member's field of teaching specialty plus eight (8) years of college teaching.

PROMOTIONS (Cont.)

ASSOCIATE PROFESSOR

(i) A. Masters degree plus thirty (30) credits plus six (6) years of college teaching; OR

B. Bachelors degree plus thirteen (13) years of relevant professional experience in the faculty member's field of teaching specialty plus six (6) years of college teaching.

(ii) Associate degree or its equivalent plus thirteen (13) years of relevant business or industrial experience four (4) of which must be in the area of the faculty member's teaching specialty plus six (6) years of college teaching.

ASSISTANT PROFESSOR

(i) A. Masters degree plus three (3) years of college teaching; OR

B. Bachelors degree plus five (5) years of relevant professional experience or teaching experience, three (3) of which must be at the college level.

(ii) Associate degree or its equivalent plus ten (10) years of relevant business or industrial experience, three (3) of which must be at the college level.

INSTRUCTOR

(i) A. Masters degree or approved equivalent; OR

B. Bachelors degree plus two (2) years of professional or teaching experience.

(ii) Associate degree or its equivalent plus four (4) years of relevant business, industrial, or teaching experience.

ASSISTANT INSTRUCTOR

(i) and (ii) A. Any individual hired without the above minimum rank criteria shall hold the rank of Assistant Instructor.

13.2 Waivers

Where circumstances warrant, combinations of the above requirements shall be accepted or the above requirements may be waived, at the discretion of the College president.

13.3 Salary Increments

Salary increments for promotions during the current contract term of this agreement shall be as follows:

Assistant Instructor to Instructor	$335
Instructor to Assistant Professor	410
Assistant Professor to Associate Professor	475
Associate Professor to Professor	600

These increments are to be added to the faculty member's base salary for the academic year in which the promotion becomes effective.

13.4 Written Response

Upon written request a faculty member who was considered but was not granted a promotion will receive a written statement from the president setting forth the basis for the denial.

ARTICLE XIV

TENURE

14.1 Reasons for Removal

Tenure shall mean the right of a faculty member to hold his/her position and not be removed therefrom except for just cause which shall include but not be limited to:

(a) Incompetent service (including neglect of or unsatisfactory performance of his/her academic responsibilities); or

(b) Physical or mental incapacity which substantially affects the faculty member's performance of his/her academic duties; or

(c) Conviction of a felony involving moral turpitude; or

(d) Unprofessional conduct.

14.2 Decision to Grant Tenure

A faculty member who begins full-time status at the beginning of the academic year shall at the end of a three (3) year probationary period either be granted tenure or not be renewed. A faculty member who begins full-time status in the second semester shall for the purposes of this article serve the three (3) year probationary period beginning with the first semester of the succeeding academic year. If a decision not to grant tenure is made at the end of the probationary period and the faculty member is so notified by May 31, the contract for the next academic year shall be a terminal contract.

14.3 Continuation of Status

All present faculty members who hold tenure shall continue in that status.

14.4 Procedures

The procedure for granting or denying tenure shall be that the elected faculty promotion and tenure committee shall review the qualifications of a candidate for tenure and recommend to the president the granting or denying of tenure. The president shall receive the recommendations of the

faculty promotion and tenure committee and grant tenure effective as of the beginning of the next academic term of those faculty members who have been favorably recommended therefore and whom the Board approves.

14.5 Termination and/or Discipline

(1) A tenured faculty member may be terminated or otherwise disciplined only for just cause. In the event the president believes such just cause exists, he/she shall give written notice, specifying the reasons, to the affected faculty member and Society, and that faculty member shall have the right to due process by means of and in compliance with all provisions of the procedure provided for in Article IV hereof, Grievance Procedures; provided, however, that this procedure may commence at level three or below, within thirty (30) College calendar days of receipt of the written notice.

(2) A non-tenured faculty member may be terminated or otherwise disciplined prior to the expiration of his/her term appointment only for just cause. In the event the president believes such just cause exists, he/she shall give written notice to the affected faculty member and Society, specifying the reasons, and that faculty member shall have the right to due process by means of and in compliance with all provisions of the procedure provided for in said Article XIV.

Non-tenured faculty members shall have the right to have the nonrenewal reviewed by a committee of the Board of Trustees.

14.6 Salary Continuation

Until the final decision on termination of a tenured faculty has been reached, that faculty member may be suspended (with pay) only if, in the opinion of the president, immediate harm to the faculty member or others is threatened by his/her remaining at the College. Anything herein to the contrary notwithstanding, if a final decision sustaining the termination is reached, the College shall have the right to terminate the faculty member forthwith. He/she shall nevertheless be paid to the end of the then current academic year when such final decision is reached in the fall term; he/she

shall be paid to the end of the following fall term when such final decision is reached in the spring term. In no event shall he/she be paid for a period less than that required by Article XI hereof, Renewals.

Anything herein to the contrary notwithstanding, in the event the termination is for proven moral turpitude or unprofessional conduct, all pay shall cease as of the date of the final decision.

14.7 Termination of Tenure at Age 70

A faculty member's tenure automatically shall terminate when he/she reaches age seventy (70) and, thereafter, he/she shall be deemed to hold a year-to-year contract, in accordance with the provisions of Article XXX, Retirement.

14.8 Termination Prior to Achieving Tenure

In no case, however, shall the termination of a faculty member during his/her probationary period (the period of employment prior to the receiving of tenure) be subject to the provisions of Article IV, Grievance Procedures.

ARTICLE XV

TRANSFERS

15.1 Request for Transfer

Faculty members who would like to be considered for transfer to other assignments in the bargaining unit may submit a notice to the Vice-President for Academic Affairs setting forth the reasons for seeking a new position and the faculty members qualifications for the position sought.

A faculty member denied a transfer will receive a written statement setting forth the basis for the denial.

15.2 The College may transfer employees for cause.

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ARTICLE XVI

RETRENCHMENT

16.1 Retrenchment Procedures

Retrenchment because of financial considerations, program curtailment, elimination of courses or other reasons shall be applied as hereinafter set forth.

A. If the number of full-time employees is to be reduced, the president, with the advice from the appropriate supervising administrators, including divisional directors, shall determine in the case of each affected department or program what courses and services are most necessary to maintain quality education and services at the College. In making his/her determinations on reductions, the College president shall consider the following factors in addition to those reasons as defined above:

1. The enrollment, the trends in enrollment and their effect upon the department or program.

2. The present and anticipated service needs of the College and its students and prospective students.

3. Information concerning faculty and administrative vacancies occurring through retirement, resignation and leaves of absence.

4. Before arriving at proposed reduction in force decisions, the president will confer with representatives of the Society regarding proposed reduction plans and will consider their opinions in the matter.